SUGGESTED AMENDED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JULY 6, 2020
6:00 P.M.

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

IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.

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

THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE
https://www.facebook.com/taylor.bocc

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

1. Prayer

2. Pledge of Allegiance

3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA (PER POUND PRICE OF HARVESTED BERRIES), SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

AWARDS/RECOGNITION:

5. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION RECOGNIZING THE 107TH BIRTHDAY OF MS. DORA SMITH, AS AGENDAED BY COMMISSIONER DEMPS.

CONSENT ITEMS:

6. THE APPROVAL OF MINUTES OF OCTOBER 7, 22, 29(2), NOVEMBER 4, 14, 19, DECEMBER 9(2), 2019 AND JANUARY 6, 16, 21, 28, FEBRUARY 3, 18, 25, MARCH 2, 9, 17, 25 AND APRIL 1 AND 6, 2020.

7. EXAMINATION AND APPROVAL OF INVOICES FROM JUNE 15, 2020 AND JUNE 29, 2020.

8. THE BOARD TO CONSIDER APPROVAL OF TRANSFER FROM GENERAL FUND CONTINGENCY, IN THE AMOUNT OF $2,224.06, TO COVER GENERAL LIABILITY DEDUCTIBLE FOR CASE #GC2020002438-F/CAROLYN BELLFLOWERS, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (CR361 BIKE PATH) FUND, THE MSTU FUND AND THE GENERAL FUND, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

10. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR THE UPCOMING FY 2020-2021 GRANT CYCLE, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

11. THE BOARD TO CONSIDER REQUEST TO RATIFY GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) PROGRAM REQUESTING FUNDING ASSISTANCE FOR THE PURCHASE AND INSTALLATION OF AN AFFIXED GENERATOR FOR THE TAYLOR COUNTY JAIL, AS AGENDAED BY MELODY COX, GRANTS WRITER.

12. THE BOARD TO CONSIDER APPROVAL OF THE FEDERAL AVIATION ADMINISTRATION (FAA) RELEASE OF FEDERAL SURPLUS PROPERTY OBLIGATIONS SURPLUS REQUIRED TO RESOLVE THE PERRY-FOLEY AIRPORT PROPERTY OWNERSHIP ISSUES DATING BACK TO 1946, AS AGENDAED BY THE GRANTS WRITER.

13. THE BOARD TO CONSIDER APPROVAL OF NEWLY CREATED JOB DESCRIPTION FOR A SEASONAL PARK ATTENDANT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

14. THE BOARD TO CONSIDER APPROVAL OF NEWLY CREATED JOB DESCRIPTION FOR A PARKS AND RECREATION MANAGER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

15. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY DESIGNATED RECEIVING SYSTEM AND BEHAVIORAL TRANSPORTATION PLAN 2020-2030, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

16. THE BOARD TO CONSIDER REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON LICENSE AGREEMENT WITH DUKE ENERGY FLORIDA LLC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

17. THE BOARD TO CONSIDER APPROVAL AND ACCEPTANCE OF RESTORE ACT DIRECT COMPONENT GRANT PROGRAM APPLICATION AWARD AGREEMENT IN THE AMOUNT OF $148,500 FOR THE PLANNING AND DESIGN OF THE KEATON BEACH AND STEINHATCHEE BOAT RAMP DREDGING PROJECTS, AS AGENDAED THE COUNTY ADMINISTRATOR.

18. THE BOARD TO CONSIDER APPROVAL OF REMOVAL OF COUNTY ASSETS, AS AGENDAED BY THERESA COPELAND, INFORMATION TECHNOLOGY DIRECTOR.

19. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT PERRY FOLEY AIRPORT, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.

PUBLIC REQUESTS:

20. SCOTT MIXON, PUBLIC AFFAIRS MANAGER, AND CHET THOMPSON, FENHOLLOWAY PROGRAM MANAGER, GEORGIA PACIFIC, FOLEY CELLULOSE MILL, TO APPEAR TO PROVIDE UPDATE ON THE FENHOLLOWAY WATER QUALITY PROJECT.

HOSPITAL ITEMS:

21. THE BOARD TO DISCUSS EMERGENCY MEDICAL SERVICES (EMS).

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

22. THE BOARD TO CONSIDER APPOINTMENT OF TWO (2) REGULAR MEMBERS, ONE (1) ALTERNATE MEMBER AND (1) CITIZEN MEMBER TO THE 2020 VALUE ADJUSTMENT BOARD (VAB), AND TO APPOINT CHAIRMAN OF SAME, AS AGENDAED BY THE CLERK.

23. THE BOARD TO CONSIDER EXECUTION OF THE ANNUAL END OF YEAR RECAPITULATION OF ERROR & INSOLVENCIES FOR ALL 2019 AD VALOREM & NON AD VALOREM ROLLS IN TAYLOR COUNTY, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.

24. THE BOARD TO CONSIDER EXTENSION OF DEBRIS CONTRACT WITH CROWDER GULF, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.

25. THE BOARD TO CONSIDER APPROVAL OF CONTRACT BETWEEN ECONO LODGE IN MONTICELLO AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FOR NON-CONGREGATE SHELTERING, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

26. THE BOARD CONSIDER APPROVAL OF EXTENSION OF DEBRIS CONTRACT WITH CERES ENVIRONMENTAL, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

27. THE BOARD TO CONSIDER RATIFYING CHAIRMAN'S SIGNATURE ON THE FEMA NON-CONGREGATE SHELTERING REQUEST, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

28. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR BUDGET AMENDMENT TO ALLOW THE SHERIFF'S OFFICE TO KEEP REIMBURSEMENT FUNDS IN THE AMOUNT OF $203,357.36, AS AGENDAED BY SHERIFF WAYNE PADGETT.

COUNTY STAFF ITEMS:

29. THE BOARD TO DISCUSS SAFETY MEASURES AT DEADMAN'S CURVE ON THE BEACH ROAD ROADWAY, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

30. THE BOARD TO CONSIDER APPROVAL OF THE FIRST AND SECOND OF THREE (3) AMENDMENTS BEING SUBMITTED TO THE GULF CONSORTIUM FOR INCLUSION IN THE STATE EXPENDITURE PLAN (SEP), AS AGENDAED BY THE GRANTS WRITER.

30A. THE BOARD TO DISCUSS POSSIBLE GRANT SUBMISSIONS TO PHASE 2 AND PHASE 3 OF THE (FDEO) REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) PROGRAM, AS AGENDAED BY THE GRANTS WRITER.

31. THE BOARD TO CONSIDER ADOPTION OF AUTHORIZING RESOLUTION AND APPROVAL OF INTER-LOCAL AGREEMENT WITH THE NORTH FLORIDA WORKFORCE CONSORTIUM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

32. THE BOARD TO DISCUSS DRAFTING ORDINANCE TO REQUIRE FACIAL COVERINGS INSIDE PUBLIC BUILDINGS, AS AGENDAED BY COMMISSIONER MOODY.

COUNTY ATTORNEY ITEMS:

33. THE COUNTY ATTORNEY TO DISCUSS DREAM DEFENDERS VS. DANA SOUTHERLAND, ET AL (RESERVATION OF RIGHTS).

34. THE COUNTY ATTORNEY TO DISCUSS DRAFT ORDINANCE ESTABLISHING A SPECIAL EVENT PERMIT REGULATING CONCERTS, AS AGENDAED BY THE COUNTY ATTORNEY.

35. THE COUNTY ATTORNEY TO DISCUSS DRAFT GOLF CART ORDINANCE FOR KEATON BEACH.

36. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO SET THE SPEED LIMIT ON DONALDSON BRIDGE ROAD, AS PREPARED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

37. THE BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE TAYLOR COUNTY CARES ACT FUNDING AGREEMENT.

38. THE COUNTY ADMINISTRATOR TO PROVIDE AN OPERATIONAL UPDATE.

39. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

41. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

  www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION RECOGNIZING THE 107TH BIRTHDAY OF MS. DORA SMITH.**
MEETING DATE REQUESTED:	**JULY 6, 2020**

Statement of Issue: TAYLOR COUNTY CITIZEN DORA SMITH CELEBRATED HER 107TH BIRTHDAY ON JUNE 16, 2020.

Recommended Action: APPROVE THE PROCLAMATION

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: COMMISSIONER THOMAS DEMPS

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: PROCLAMATION

PROCLAMATION

Recognizing the 107th Birthday of Dora Smith

WHEREAS longevity of life is a gift for an individual and a community which benefits from knowledge, creativity, and experiences this individual brings to all; and

WHEREAS Taylor County recognizes with respect and admiration the contribution of senior citizens to our community; and

WHEREAS Mrs. Dora Smith was born in Live Oak Florida on June 15, 2013 and moved to Taylor County in the late 1970's and has lived here for the majority of her life. Her family describes her as strong in her faith, and was an active member of New Bethel Missionary Baptist Church. The cornerstones of her life – hard work, faith, and family; and

WHEREAS Mrs. Smith's greatest testament to how she lived her life is the care her family gives her as she continues to grow older; and

WHEREAS the life expectancies worldwide are below 100 years; and

WHEREAS the United States has the greatest number of centenarians in the world, and today Ms. Smith should be honored for her 107 years on this earth; and

Now, therefore we PROCLAIM that the Taylor County Board of County Commissioners honor Mrs. Dora Smith for her long life and prosperity, and wish her many more.

Done and ordered this 6th day of July 2020, in Taylor County, Florida

_____

Pam Feagle
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

_____

Annie Mae Murphy, Clerk
Taylor County, Florida

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Transfer Request from Contingency
MEETING DATE REQUESTED:	07/06/2020

Statement of Issue: **2019/2020 FY**
The Board to consider approval of a transfer from General Fund Contingency to cover General Liability Deductible for case #GC2020002438-F / Carolyn Bellflowers

Recommended Action: **Approval of transfer from Contingency for $2,224.06**

Fiscal Impact: **will reduce current year General Fund Contingency**

Budgeted Expense: **No**

Submitted By: **Dannielle Welch, County Finance Director**

Contact: **838-3506, ext. 122**
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **n/a**

Options: **Approve Refund**

Attachments: **invoice from Florida Association of Counties Trust**

Florida Association of Counties Trust

INVOICE

To: **Dannielle Welch**
Taylor County Board of County Commissioners
FACT# 9018
201 East Green Street
Perry, FL 32347

From: **Valerie Morrison**
Florida Association of Counties Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135

Date: 5/21/2020

RE: Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 3/31/2020

General Liability Deductible - $5000	Fund Year 10/01/2019 - 10/01/2020	$2,224.06
Total Amount Due		**$2,224.06**

RECEIVED

JUN - 1 2020

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Payment Due by: **6/20/2020**

Please make check payable to:
Florida Association of Counties Trust
P.O. BOX 530065
Orlando, FL 32853-0065

FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2019 - 10/01/2020 as of 3/31/2020

FACT #: 9018
Taylor County Board of County Commissioners
Deductible Amount: $5,000

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
GC2020002438-F	CAROLYN BELLFLOWERS	WIND BLEW GATE INTO CLAI..	1/2/2020	$2,224.06	$0.00	$0.00	$2,224.06
Totals				$2,224.06	$0.00	$0.00	$2,224.06

(9)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (CR361 Bike Path) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

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

Amount	Account	Account Name
$20,000	184-3344905	SCOP Grant - Revenue
		SCOP CR361-Bike Path
$ 7,000	0353-53086	Force Acct-County Equipment
$ 5,000	0353-53087	Force Acct-County Labor
$ 8,000	0353-56300	Capital-Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of July, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New SCOP Grant FY'20

✓

DocuSign Envelope ID: AFA3F964-EA6E-4CC7-B1A8-FD44668817F1

Fund: 184
Dept: 0353

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAULT
SECRETARY

June 7, 2019

Mr. Kenneth Dudley, P.E., County Engineer
Taylor County Engineering Department
201 East Green Street
Perry, Florida 32347

Subject: **Small County Outreach Program**
Drainage Improvements on CR 361
From Dark Island to Keaton Beach Drive
Financial Project ID: 440991-1-54-01
Contract No. G0I71
Time Extension No.: 1

Dear Mr. Dudley:

Time allotted for completion of the subject Agreement dated January 11, 2017 expires June 30, 2019. The Department recognizes that delays in completing services within the time allotted resulted in whole or, in part, from delays due to circumstances which were beyond your control.

In accordance with the Joint Participation Agreement, the Department hereby extends the time until **June 30, 2020** for completion of all services required by the original Agreement and any Supplements and Amendments thereto. It is noted that this letter does not include any additional compensation, nor does it imply that Taylor County is obligated to perform any additional services without additional compensation.

Sincerely,

DocuSigned by:
Greg Evans
8A93B2A03EC34AA...

Greg Evans
District Two Secretary

GE:ke
Enclosures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER 01/08

STATE COMPTROLLER USE:

Info Provider: Kim Evans

Received date: _____

Return to: Thomas Swafford

Approved date: _____

Mail Station: 2006

Approved by: _____

Phone # of Info Provider: 386-961-7402

CONTRACT NUMBER: G0I71 **SITE/DISTRICT:** 2

Total Executed Contract Amount: $ _____ / $ 20,000.00

To date *This action*

Status Code (choose one) ☐ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) _____

☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☒ Original Contract ☐ Amendment (Indicate #) _____ ☐ Renewal ☐ Addition (Indicate #) _____

☐ Award ☐ Supplemental (Indicate #) _____ ☐ Letter of Authorization (Indicate #) _____

☐ Time Extension ☐ Close Contract ☐ Other Changes (must include comments)

LETTING DATE: _____ **AWARD DATE:** _____

DATE OF CONTRACT EXECUTION (Last Signed Date): 1/11/2017

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 1/11/2017 **ENDING DATE:** 6/30/2019

SERVICES BEGINNING DATE: 1/11/2017 **SERVICES ENDING DATE:** 6/30/2019

VENDOR NAME: Taylor County BOCC VENDOR NUMBER (FEID/SS): F596000879041

PROJECT NUMBER: 440991-1-54-01 PROJECT NUMBER: _____

PROJECT NUMBER: _____ PROJECT NUMBER: _____

CAN THIS CONTRACT BE RENEWED? ☐ YES ☒ NO SERVICE TYPE: _____

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:

Original Contract

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) THOMAS SWAFFORD Title: DISTRICT FINANCIAL SERVICES ADMINISTRATOR

Approval Signature: _____ Approval Date: _____

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

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

Amount	**Account**	**Account Name**
Revenue:		
$33,638	107-3342014	FL Firefighter Assistance Grant
Expenditures:		
$33,638	0197-01-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of July, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New Fire Grant FY' 20 - FL Firefighter Assistance Grant

√

DocuSign Envelope ID: D5E34E51-DCAC-4E48-9D68-39C38A285016

Dept: 0197-01
$33,638.

GRANT AGREEMENT #FM532
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Taylor County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2019-2020 fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Incorporation of Laws, Rules, Regulations, and Policies:**
   The Parties shall comply with applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in this Agreement.

3. **Agreement Duration:**
   The term of this Agreement is identified in the SOW. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

DocuSign Envelope ID: D5E34E51-DCAC-4E48-9D68-39C38A285016

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed $33,637.85 for the grant period during the 2019-2020 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:
To purchase five (5) Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section A.4., Deliverables, of this Agreement.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

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

Amount	**Account**	**Account Name**
Revenue:		
$6,300	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		County Fire-
$1,611	0192-51400	Overtime
$ 124	0192-52110	FICA/Medicare Taxes
$ 411	0192-52200	Retirement
$ 82	0192-52400	Workers Compensation
$4,072	0192-54640	R&M - Auto

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of July, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

Reimbursement received by the BCC for Taylor County Fire Rescue staffing provided at the Iron Horse Mud Ranch in March

3 PONDS, LLC
1520 ROCK ISLAND RD
OELWEIN, IA 50662

1460
63-650/631

3-22-2020
DATE

PAY TO THE ORDER OF Taylor County Fire Rescue $ 6300 -

Six Thousand Three hundred and 4 DOLLARS

Security features Included. Details on back.

CSB
CITIZENS STATE BANK

FOR

[redacted] 1460

0 Iron Horse Mud Bog Fire Department standby.

PLEASE ENDORSE ALL CHECKS AND LIST EACH SEPARATELY

	DOLLARS	CENTS
1		
2	-	
3	6300	00
4		
5		
6	P1021	
7		
8		
9	107-3699011	
10		
11	03/20 Mud bog	
12	Reimbursement	
13		
14		
15		
16	2020-015	
17		
18		

ENTER TOTAL OF CHECKS HERE →

TAYLOR COUNTY BD OF COUNTY COMMISSIONERS
GENERAL FUND
PO BOX 620
PERRY FL 32348

TOTAL ITEMS

Capital City Bank
PERRY OFFICE
PERRY, FL

DATE 6-1-20

63-68/631
074

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
FRONT SIDE TOTAL	6300	00
REVERSE SIDE TOTAL		

TOTAL DEPOSIT $ 6300.00

[redacted] 31

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

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

Amount	**Account**	**Account Name**
$ 12,000	001-3631154	Gen Fund-Supplemental Wireless 911
$ 4,500	0237-55101	Office Supplies
$ 2,500	0237-55102	Office Equip/Furniture <$1,000
$ 5,000	0237-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of July, 2020, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

Special Disbursement - COVID 19

2020 E911 SPECIAL DISBURSEMENT OF EARNED INTEREST FOR COVID-19 AID
DEPT #0237

Revenue	Disbursement intended to help the county with expenses necessary to protect 911 personnel from COVID-19	$12,000.00
Total Revenue		**$12,000.00**

Expenditures		
55101	Office Supplies	$4,500.00
55102	Office equip/furn	$2,500.00
56400	Capital Outlay/equip	$5,000.00
Total Expenditures		**$12,000.00**

6/4/20

DocuSign Envelope ID: B066AAD8-A5E1-4115-B5F0-BFA9E2CF6671

Florida E911 Board
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-0950
Tel: 850-921-4204
Fax: 850-488-9837

May 26, 2020

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

FEID # F596000879026

Dear Taylor County Board of County Commissioners:

On May 13, 2020, the Florida E911 Board approved a special disbursement of earned interest in the amount of $12,000 for each primary (1), secondary (0) and backup (0) PSAP facility, which Taylor County reported for 2018-19. This disbursement is intended to help the county with expenses necessary to protect county 911 personnel from COVID-19, e.g. cleaning and disinfecting, installation of protective shields between positions, etc.

Based on the number of PSAPs reported for the 2018-19 annual report, Taylor will receive $12,000 x the 1 PSAP reported.

Interest for the 1 PSAP Reported: $12,000.00

These funds shall be used solely to pay recurring and non-recurring costs of providing 911 or E911 service, as provided by subsections 365.172(10) and 365.173(2), Florida Statutes. Separate accounting should be established for the receipt and expenditure of all E911 fee revenues based on paragraph 365.173(2)(d), Florida Statutes.

RECEIVED

JUN – 1 2020

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon •
Mathew E. Matney • Christie A. Pontis-Mason • Casey E. Reed • Brad Swanson

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Agreement for the upcoming FY 2020-2021 grant cycle.
MEETING DATE REQUESTED:	July 6, 2020

Statement of Issue: **Board to approve the Transportation Disadvantaged Planning Grant Agreement.**

Recommended Action: **Approve the Planning Grant Agreement/**

Budgeted Expense: **The County is eligible to receive $19,872 to be used for the planning and oversite of the local transportation disadvantaged program. No match is required. This grant funds a portion of the Grants Department salaries, benefits, office supplies, and equipment.**

Submitted By: **Jami Evans**

Contact: **Jami Evans**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County is eligible to receive a grant in the amount of $19,872. This grant has been used for several years to fund a portion of Grants staff salaries, benefits, supplies, and equipment. This grant can be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.**

Attachments: **Planning Grant Agreement**

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	751000	Function	615	CSFA No.	55.002
Org. Code	55120000952	Contract No		Vendor No.	59-6000879

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, 2020 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project. The Grantee shall pay and not be reimbursed for funds exceeding the estimated project cost.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $ 19,872.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $ 19,872.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 13.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges. The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.

b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

    i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local

governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us	State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2021.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of

the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2021. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2021.

15.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

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

GRANTEE: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS	**COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**
BY:_____	**BY:**_____
TITLE:_____	**TITLE:** **Executive Director (Commission Designee)**

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

I. PROJECT LOCATION: Taylor County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A: **Weighted value = 15%**
When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:
Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:
Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:
LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3: **Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

TASK 4: **Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5: **Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 6: **Weighted value = 4%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7: **Weighted value = 4%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 8: **Weighted value = 4%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 9: **Weighted value = 4%**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10: **Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	43202911401
CONTRACT NO.	
AGREEMENT DATE	

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of $19,872.00 for related planning services in Taylor County(ies)

Task 1	17%	$3,378.24
Task 2	15%	$2,980.80
Task 3	40%	$7,948.80
Task 4	4%	$794.88
Task 5	4%	$794.88
Task 6	4%	$794.88
Task 7	4%	$794.88
Task 8	4%	$794.88
Task 9	4%	$794.88
Task 10	4%	$794.88
TOTAL:	100%	$19,872.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged	
State Funds (100%)	$19,872.00
Total Project Cost	$19,872.00

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 20/21												

FM/JOB No(s).	43202911401
CONTRACT NO.	
AGREEMENT DATE	

EXHIBIT "C"
PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

   Florida Commission for the Transportation Disadvantaged
   FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.

2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.

3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) PLANNING GRANT PROGRAM
CSFA Number:	55.002
***Award Amount:**	$19,872.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to ratify grant application to the Florida Department of Economic Opportunity (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) program requesting funding assistance for the purchase and installation of an affixed generator for the jail.
MEETING DATE REQUESTED:	July 6, 2020

Statement of Issue: **Board to ratify the grant application to the FDEO Rebuild Florida CDBG- MIT grant program requesting funding assistance for the purchase and installation of a generator system at Taylor County Jail.**

Recommended Action: **Ratify grant application to the CDBG-MIT grant program.**

Fiscal Impact: **The County requested funding assistance in the amount of $289,300 with no match required from the County.**

Budgeted Expense: **This project is not budgeted at this time and there is no cash match required from the County.**

Submitted By: **Melody Cox, Grants Writer**

Contact: **Melody Cox and Jami Evans**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The FDEO Rebuild Florida CDBG-MIT grant program is for designated counties impacted by Hurricanes Irma and Hermine. There are three phases in the program and the funding cycle in which we are currently submitting application to is for funding to "harden" and protect critical facilities to remain operational in a future weather or disaster related event. The generator is included in the Local Mitigation Strategy (LMS) prepared by Taylor County Emergency Management. The County had intended on submitting a grant application for the generator through the FEMA Hazardous Mitigation Program but due to the match required in that particular program the County did not move forward with an application. The Board had approved submitting application to the CDBG-MIT for the generator project at the May 4, 2020 meeting.**

Attachments: **CDBG-MIT Generator Project grant application and support documents.**

We thank you for your time spent taking this survey.
Your response has been recorded.

Below is a summary of your responses

Download PDF

Welcome to Rebuild Florida's Critical Facility Hardening Program Application.

The CDBG-MIT team encourages you to utilize the CFHP Instructions that are located in the CFHP Guidelines when completing this application. The instructions provide a step-by-step guide that may answer questions that arise while filling out the application. Attached are the CFHP Instructions, Implementation Plan Template, and Budget Template.
CFHP instructions
CFHP IP template
CFHP budget template

The following are methods for responding to questions for this application:

- Short response
- Attaching essay responses in the form of a text or Word document
- Downloading templates, filling them out and re-uploading them to the application
- Answering Yes/No response questions
- Selecting multiple answers
- Providing an e-signature

If an entity is submitting more than one application, make sure to name **all** attached files like so, EntityNamePD_CFHP1, EntityNamePD_CFHP2, EntityNamePD_CFHP3 etc.

Be aware that by answering "Yes" to the question "Is there any duplication of benefits?" your application will not be considered eligible for the Critical Facility Hardening Program. Similarly, by answering "No" to the compliance and monitoring agreement questions your application will also not be considered eligible for the Critical Facility Hardening Program.

Please be advised that those who have completed the registration process will have unlimited access to their application until the application deadline. If you entered this application by clicking on the link through DEO's CDBG-MIT website, then you may **not** be able to access your application repeatedly. In order to gain unlimited access, please send an email to: CDBG-MIT@deo.myflorida.com to receive a link to this application.

Project and Applicant Information

Official Project Title	TAYLOR COUNTY JAIL GENERATOR PROJECT
Official Applicant Entity Name	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
Primary Contact Name and Title	LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Phone Number	850-838-3500
Email	LPEMBERTON@TAYLORCOUNTYGOV.COM
Mailing Address	201 E. GREEN STREET, PERRY, FL 32347
FEIN#	59-6000879
DUNS#	065887796

Are there any co-applicants involved in this project?

○ Yes

◉ **No**

Project Description

Write an overview/summary, not to exceed 2,500 words, of the project being proposed.
What is the project purpose? Include a description of the critical facility to be hardened?
What specifically are the risk(s) that will be mitigated by the completion of this project?
Describe how the work will be completed and the team that will be responsible.
Explain the method(s) used to determine project funding requirements.
Describe the anticipated outcomes.
Describe how the facility will be maintained after it is hardened.

Attach your response as a Word document titled: EntityNamePD_CFHP
If you are submitting more than one application, make sure to name **all** your attached documents like so, EntityNamePD_CFHP1, EntityNamePD_CFHP2, EntityNamePD_CFHP3 etc.

1.1 MB

application/msword

Community Value

Describe, in 1,500 words or less, the critical facility's value to the community in normal circumstances and in times of natural disasters.
Which of the seven (7) community lifelines will be served by completion of this project?
How does this project enhance community resilience?
Does the facility have any cultural or historical significance?
Attach in a zip folder a maximum of ten photographs that provide both interior and exterior views.

Attach zip folder containing your Word document response and photos. Title zip folder: EntityNameCV_CFHP

Taylor County Board of County CommissionersCV_CFHP.zip

10.7 MB

application/x-zip-compressed

Capacity Plan

Provide a strategic plan overview of 1,500 words or less that addresses goals, stakeholders, the work plan, (major tasks and deliverables), resources (staffing and budget) and monitoring/quality controls. Identify the staff members who will be responsible and/or positions that will be filled for CFHP project management and maintenance. Provide a short profile on each person on your current staff who will perform project-related tasks and a position description for any new hires who will be assigned to project responsibilities. Have any project contractors been identified? If so, briefly describe your selection process. Attach a word document titled: EntityNameCP_CFHP

Attach your Word document response titled: EntityNameCP_CFHP

Taylor County Board of County CommissionersCP_CFHP.doc

1.1 MB

application/msword

Implementation Plan

Prepare a chronological timeline for the entire life of the project that organizes work into logical, manageable tasks and deliverables. The Implementation Plan Template has been provided in this application and can also be found in Appendix D of the CFHP Guidelines.

Download and rename template: EntityNameIP_CFHP
CFHP IP Template

Taylor County Board of County CommissionersIP_CFHP.xlsx

36.7 KB

application/vnd.openxmlformats-officedocument.spreadsheetml.sheet

Budget

Include your project budget using the Budget Template that is found below and in Appendix E in the CFHP Guidelines. Ensure your budget is reasonable, appropriate and accurate. Are the budgeted items consistent with the project description and tasks? Does the amount requested fall within the CFHP's allowable minimum ($50,000) and maximum ($15,000,000)? Ensure there is no duplication of benefits.

Download and Rename template: EntityNameBudget_CFHP
Project Budget Template

Taylor County Board of County CommissionersBudget_CFHP.docx

31.3 KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Is there any duplication of benefits?
Please be advised that by answering "Yes" to this question, your application will not be considered eligible for the Critical Facility Hardening Program.

- ○ Yes
- ◉ **No**

All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits.

Leveraged Dollars
Do you anticipate receiving any funds for this project that will not be supplied by the CDBG-MIT program?

- ○ Yes
- ◉ **No**

Select each county that your project benefits. DEO will use this information to assess MID, social vulnerability, rural and fiscally-constrained areas. Only counties eligible for CDBG-MIT funds are listed below.

☐ Alachua	☐ Dixie	☐ Indian River	☐ Monroe	☐ Sarasota
☐ Baker	☐ Duval	☐ Lafayette	☐ Nassau	☐ Seminole
☐ Bradford	☐ Flagler	☐ Lake	☐ Okeechobee	☐ St. Johns
☐ Brevard	☐ Gilchrist	☐ Lee	☐ Orange	☐ St. Lucie
☐ Broward	☐ Glades	☐ Leon	☐ Osceola	☐ Sumter
☐ Charlotte	☐ Hardee	☐ Levy	☐ Palm Beach	☐ Suwannee
☐ Citrus	☐ Hendry	☐ Manatee	☐ Pasco	■ **Taylor**

☐ Clay	☐ Hernando	☐ Marion	☐ Pinellas	☐ Union
☐ Collier	☐ Highlands	☐ Martin	☐ Polk	☐ Volusia
☐ Columbia	☐ Hillsborough	☐ Miami-Dade	☐ Putnam	☐ Wakulla
☐ DeSoto				

Overall LMI Benefit

For completing this section, please visit the HUD ACS 5-Year 2011-2015 Low-and Moderate-Income Summary Data website: https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd and click "View Application". We advise you to follow the "Overall LMI Benefit" section directions in the CFHP instructions to find the Census Tract numbers and Block Groups.

After you have reviewed the instructions and the HUD website, identify and list the Census Tract number followed by all LMI Block Groups your project benefits. Example: Tract: 200, Block group: 2, 3; Tract: 2902, Block group: 1, 3, 4, 5, etc.

Tract: 950100, Block group: 3 Tract: 950200, Block group: 1,4 Tract: 950300, Block group: 1,2,3,4,5

Characters remaining: 2395

Special Designations

Does your project benefit an Area of Critical State Concern according to Florida Statutes 380.05?

Areas of Critical State Concern are:

- Big Cypress Area (portions of Collier, Miami-Dade, and Monroe Counties)
- Green Swamp Area (portions of Polk and Lake Counties)
- City of Key West and the Florida Keys Areas (Monroe County)
- Apalachicola Bay Area (Franklin County)

○ Yes

◉ **No**

Compliance

According to 84 FR 45838 August 30, 2019 Section V.A.(18), "The State shall make reviews

and audits, including on-site reviews of any subrecipients, designated public agencies, and local governments, as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the HCDA, as amended, as modified by this notice. In the case of noncompliance with these requirements, the State shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The State shall establish remedies for noncompliance by any designated subrecipients, public agencies, or local governments."

Can you certify to comply with state and federal register regulations as outlined in 84 FR 45838?
Please be advised that by answering "No" to this question, your application will not be considered eligible for the Critical Facility Hardening Program.

- (●) **Yes**
- ( ) No

Maintenance Agreement

According to 84 FR 45838 August 30, 2019 Section V.A.2.a(10), "Each grantee must plan for the long-term operation and maintenance of infrastructure and public facility projects funded with CDBG-MIT funds. The grantee must describe in its action plan how it will fund long-term operation and maintenance for CDBG-MIT projects. Additionally, the grantee must describe any State or local resources that have been identified for the operation and maintenance costs of projects assisted with CDBG-MIT funds." As such, Federal Register expectations on maintenance for CDBG-MIT projects are expected to be maintained by each entity who proposes a CFHP project.

Can you certify that your entity will comply with state and subrecipient monitoring and maintenance requirements as outlined by 84 FR 45838?
Please be advised that by answering "No" to this question, your application will not be considered eligible for the Critical Facility Hardening Program.

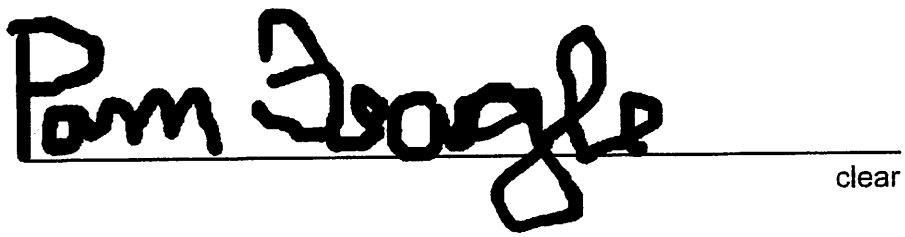
- (●) **Yes**
- ( ) No

Signature

As the primary entity contact for this project, I certify that staff, contractors, vendors and community partners of our mitigation initiative:
A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-MIT funded activities;
B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-MIT program(s) and/or project(s) and;

C. Will certify that all information submitted in this Application is true and accurate.

Please sign here:



clear

Congratulations! You have completed the Critical Facility Hardening Program Application. Please be sure that all supplemental documents have been uploaded and all questions have been answered. By clicking the forward arrow, your application will be complete and you will **no longer** be able to move back to previous questions. The following page will allow you to download a PDF version of your application. We encourage you to save a copy of the PDF for your records. Your completed application will be sent to DEO's mitigation team. For any questions or concerns please email: CDBG-MIT@deo.myflorida.com.

Powered by Qualtrics

Maintenance Agreement		
According to 84 FR 45838 August 30, 2019 Section V.A.2.a(10), "Each grantee must plan for the long-term operation and maintenance of infrastructure and public facility projects funded with CDBG-MIT funds. The grantee must describe in its action plan how it will fund long-term operation and maintenance for CDBG-MIT projects. Additionally, the grantee must describe any State or local resources that have been identified for the operation and maintenance costs of projects assisted with CDBG-MIT funds." As such, Federal Register expectations on maintenance for CDBG-MIT projects are expected to be maintained by each entity who proposes a CFHP project.		
Can you certify that your entity will comply with state and subrecipient monitoring and maintenance requirements as outlined by 84 FR 45838?	Yes: ☐	No: ☐

Sign and Date

As the primary entity contact for this project, I certify that staff, contractors, vendors and community partners of our mitigation initiative:

A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-MIT funded activities;

B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-MIT program(s) and/or project(s) and;

C. Certify that all information submitted in this Application is true and accurate

Signature: _____ Date: _____

Print button will only print application and not attached documents. Submit button will deliver application to email to the cdbg-mit@deo.myflorida.com. Please attach all relevant documents to this email.

Print Application Submit Application

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District 2

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TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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Taylor County Jail Generator Project
Project Description

Taylor County Jail is a critical facility in desperate need of "hardening" with a new dependable generator system to ensure the resilience and full operation of the facility in the event of a power outage. Taylor County is a rural, fiscally constrained County, is designated as one of economic concern, a Rural Area of Opportunity (RAO), and is a Rural Economic Development Initiative (REDI) area. The County is a designated STATE MID area. The new generator system will mitigate the risks of the jail being without power and will ensure for the continuity of operation of a critical facility that is imperative that it remains secure in all situations and weather conditions. In addition to the care of 184 inmates (capacity), the jail houses 33 employees of the Sheriff's Department. Taylor County Jail is located in Perry, the only incorporated City in the County and the County seat. There are no other County law enforcement or jail facilities. There is not another secure County facility to relocate inmates or the Sheriff's Department employees to. It is essential and critical for the jail to have a reliable source of back-up power.

The proposed 300kW Diesel Engine generator system will provide the desperately needed back-up power for a critical facility to ensure for the continuity of operations and resiliency in the event of a power outage and/or catastrophic event. The system will enable the entire jail to remain fully operational. With the automatic transfer switch, the jail will have uninterrupted service. A diesel generator has been selected as diesel fuel has a higher density, allowing more energy to be extracted from the diesel as compared to the same volume as gasoline. Diesel generators have the ability to start and transfer power in less than 10 seconds making it ideal for the safety and security of the jail. Another advantage of the diesel generator is that they have relatively low maintenance costs, are considered to be very rugged, and have long time service lives. The generator will be installed in a 150 MPH certified wind enclosure ensuring for added stability and durability. A 1,250 gallon fuel tank will be included in the installation ensuring sufficient availability of diesel fuel. The Taylor County Public Works Department is located adjacent to the jail and has a 15,000 gallon diesel tank in the event there is a catastrophic event which could hinder access to additional fuel.

The County consulted with and obtained pricing from firms who specialize in the installation of commercial and industrial facility generator systems which depend on the immediate transfer of back-up power in the event of an outage. Reliability, long term durability, low cost long term maintenance, and the ability to withstand hurricane force wind loads are essential to ensure the resiliency and uninterrupted operations of the jail.

The generator system will be routinely maintained by Taylor County Board of County Commissioner's maintenance staff. The system will be under warranty for a minimum of two (2) years. The Taylor County Sheriff's Department Jail Captain and his staff will receive training on the general operations of the generator for added general maintenance to the system.

The Taylor County staff members who are included in the Jail Generator Project Team have more than 75 years of combined experience ensuring for the success of the project from Day 1 well into the future. The Project Team is outlined in further detail in the Capacity Plan.

The proposed generator project will enable a critical facility that needs to be secure at all times to remain fully operational and resilient to all conditions. The jail will remain safe and secure for not only 184 inmates and the 33 member Sheriff's Department staff but also for the safety and welfare of all citizens in the area. Taylor County is still recovering from back to back hurricanes over the past few years and well understands the importance of having reliable and adequate generator systems at critical facilities. The proposed new generator system will have the long term durability and stability required for a critical facility that needs to remain safe and secure in all conditions, particularly a catastrophic event when the focus needs to be disaster recovery.

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Taylor County Jail Generator Project
Community Value

As a rural, fiscally constrained county with only one incorporated city – the County seat of Perry – Taylor County Jail is the only law enforcement facility in the County which houses inmates. In addition, a large percentage of the Sheriff's Department staff is located in the facility. All jail dispatching and communications is completed within the jail. The jail inmate capacity is 184 and is normally full to this capacity. Thirty-three (33) employees of the Sheriff's Department work within the jail facility. There is no other secure facility in Taylor County to relocate inmates or the staff to in the event of the loss of power. Continuity of operations and power is essential at this critical facility. The jail is completely climate controlled and there is no way to force ventilate the facility. Windows can't just be opened for air. Without power, security cameras are not operational which would require more staff to supervise inmates. Coolers for food services for the inmates do not operate without power. The security locks are electrical however there is an emergency key system to ensure for a safe facility as far as ingress and egress.

The Jail Generator Project encompasses five of the seven community lifelines. The lifelines which will be served by this project are: Safety and Security; Food, Water, Shelter; Health and Medical; Energy (Power and Fuel); and Communications.

Safety and Security

The generator will ensure the continuity of safe and secure operations at Taylor County Jail. The generator will ensure the facility remains fully operational in the event there is a loss of power. The camera systems and security locks are not fully operational without electrical and back-up power. Taylor County has no other secure facility where the inmates and Sheriff's Department staff can be relocated to if there is a loss of power. Nor would it be prudent to relocate and transport inmates during a severe weather event (hurricane and/or tropical storm) when Emergency Management and the Sheriff's Department are focused on the safety and welfare of all citizens and recovery efforts immediately thereafter.

Food, Water, Shelter

Power for the operation of food services and associated coolers is critical to provide food and meals to inmates housed at the jail. The jail is also climate controlled and there is not a way to force ventilate the facility without air conditioning. For the safety and welfare of the inmates and employees of the

Sheriff's Department and the need to maintain a secure facility, power to control the interior climate of the jail is essential.

Health and Medical

The generator system will ensure the jail has back-up power to maintain safe and healthy environmental conditions within the jail facility. The Sheriff's Department also maintains a medical unit (pod) with a medical staff of two and power is particularly critical for this area of the jail.

Energy

The generator system is critical and essential for the jail to remain fully operational when there is a loss of power. The 300kW diesel engine generator will provide adequate back-up power and energy for the jail and Sheriff's Department offices to remain fully operational and for the continuity of operations pre and post disaster or power outage event.

Communications

All jail dispatching is performed through the main control room within the facility. Phones and radios are the primary means of communication. The phones are VIOP and the radios work off of a repeater. Electrical power and the back-up power the new generator system will provide are critical for ongoing and essential communications.

The five Mission Areas of the FEMA National Preparedness Goal are: Prevention, Protection, Mitigation, Response, and Recovery. The jail generator project addresses all five Mission Areas. The generator installation includes a 150 MPH Certified Wind Enclosure ensuring for long term durability, dependability, and stability. This is critical as the County has been recovering from back to back hurricanes. The installation includes an on-site 72-hour FT 1250 gallon fuel system ensuring the fuel will be on hand for the generator system. The installation also includes a warranty which will ensure for a dependable back-up power system for a critical facility in Taylor County. With the installation of the generator system the jail has the back-up power necessary for public safety and measures needed for enhanced community resilience for the continuity of operations at a critical facility.

A zip file with interior and exterior pictures of the jail facility which will be served by the generator project is attached.

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Taylor County Jail Generator Project
Capacity Plan

The Taylor County Jail Generator Project team will oversee the installation of a 300kW Diesel Engine affixed generator system at the Taylor County Jail. The generator system will enable the jail to remain fully operational when electrical power is lost. The existing generator is more than thirty (30) years old and though there have been numerous repairs to the unit, the system is undependable and frequently is not in operation. In addition, the existing generator only provides partial power to the jail when in operation. There is no back up system. Due to fiscal constraints, the County does not have the resources to install a new generator system without funding assistance.

The team will consist of the County Administrator, County Engineer, Emergency Management Director, Sheriff's Department Jail Captain, County Grants Manager, and the contractor who will be selected for the purchase and installation of the generator system through the competitive bid process. The County Building and Planning Director will also be consulted as so needed on the project.

With input from the County Administrator and Engineer and with approval from the Board of County Commissioners, the Grants Department staff will prepare the Request for Proposals (RFP) for the selection of a contractor for the purchase and installation of the generator system. The Grants Department staff will ensure the bid documents meet all federal, state, and local procurement standards and requirements. Upon receipt of the RFP's the Board will appoint a Committee which will review the RFP's and make a recommendation to the Board. The Board will review the Committee recommendation and select and award a contractor the project. As with the RFP, the contract will meet and comply with all CDBG-MIT, federal, state, and local standards.

Jail Generator Team:

County Administrator: Provide oversite and support to team members to ensure project requirements are fulfilled and project is successfully completed. Has more than 10 years in project management experience.

County Engineer: Provide technical expertise and any detailed engineering plans (if needed) and provide project inspection and management oversite. Has more than 30 years engineering and project management experience.

County Grants Manager: Prepare procurement documents (RFP) , grants administration oversite including monitoring budget, prepare and submit all required reporting, and close out of grant contract. More than 25 years federal and state grant administration experience.

Emergency Management Director: Will serve as a liaison between County staff and the Sheriff's Department and will provide assistance to the Grants Department as so needed. More than 10 years in emergency services and project management experience.

Sheriff's Department Jail Captain: Will provide oversite to ensure the safe continuity of jail operations during the construction and installation process and will work with the County Engineer to ensure the system is fully operational and appropriate personnel is trained on the operation and general maintenance of the system.

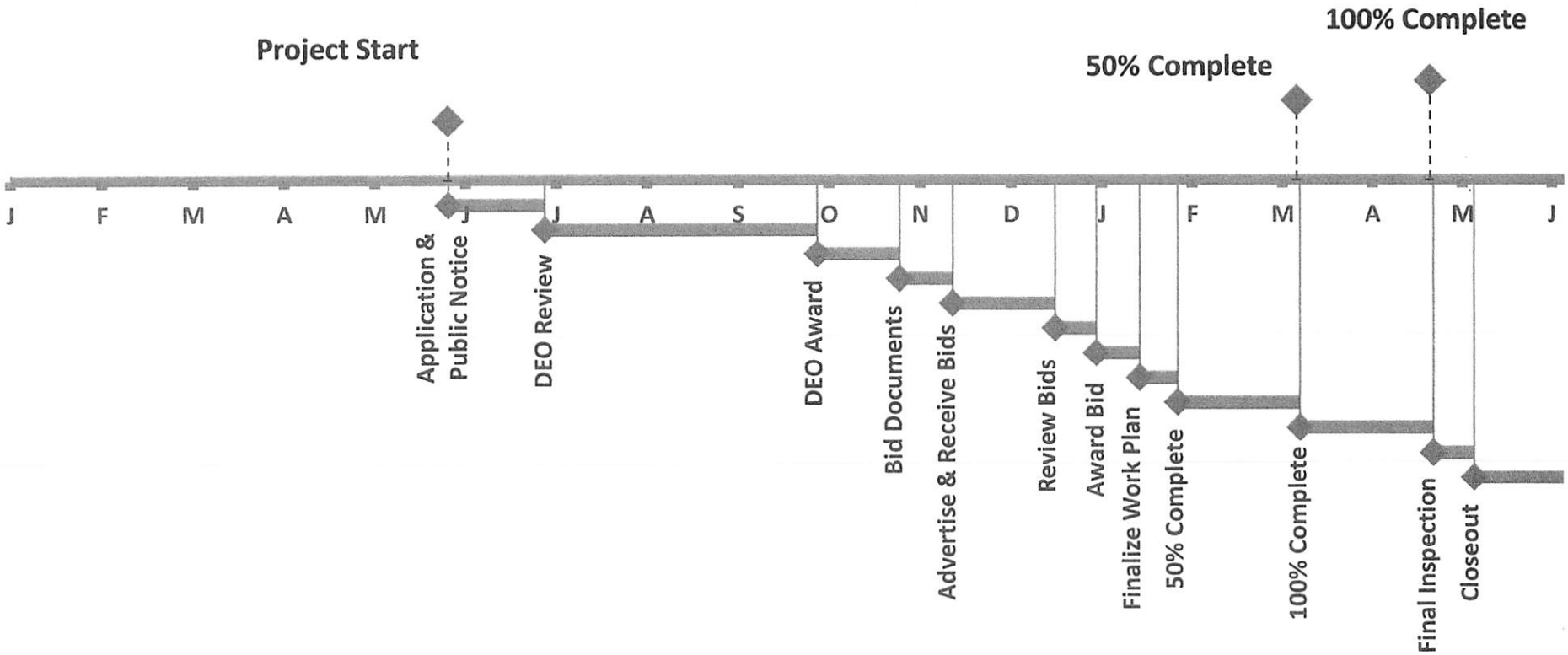
Contractor: Provide project oversite for the purchase and installation of the generator system. Work closely with the County Engineer and all applicable County staff to ensure the system meets all required specifications and is fully operational, and meets all CDBG-MIT standards and requirements. Work closely with the Jail Captain to ensure for the continuity of daily operations during installation of the generator system including the installation of a new concrete pad for the unit.

Tasks which will be completed by the Jail Generator Team will include but not be limited to:

1. Execute grant award.
2. Solicit and receive competitive bids.
3. Select contractor and award bid contract.
4. Contractor to install generator system to all specifications and requirements.
5. Engineer to provide final inspections to ensure generator is installed to meet CDBG-MIT and local requirements.
6. Contractor to ensure applicable team members and staff are trained on the operation of the generator and general maintenance thereof.
7. Project and grant close out.

It is important to note the team members have over 75 years of combined experience in project and grants management. Over the past few years Taylor County has recovered from back to back hurricanes and has successfully managed numerous disaster recovery projects ranging from the rebuilding of piers, flood mitigation, elevation of homes on the coastline, hardening of residential structures with hurricane rated roofs, windows, doors, and shutters, installation of a generator system at a community sheltering and disaster recovery center, and the rebuilding of roads and bridges. The County's disaster recovery experience will ensure for successful completion of the project well within the terms of a grant award and contract.

Rebuild Florida CFHP Implementation Plan Timeline



FL CDBG Mitigation

Rebuild Florida Critical Facilities Hardening Program Project Budget (Template)

Project Name:	TAYLOR COUNTY JAIL GENERATOR PROJECT	Primary Contact Name and Phone Number:	LAWANDA PEMBERTON 850-838-3500	Official Applicant Entity Name:	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Project		**Budget**			**Notes**
Description	CDBG-MIT Amount	Other non CDBG-MIT Funds	Source of Funds*	Total Funds (CDBG-MIT and Other)	
1. Critical Facilities Hardening					
2. Mechanical Hardening					
Generator Unit Installation/Repair	$279,300.00			$279,300.00	Purchase and installation of 300KW Diesel Engine Generator 480V, Standby Power Application, Sound Attenuated Enclosure, 300G Automatic Transfer Switch, concrete pad, electrical conduit and wire, relocation of transformer, and labor installation costs.
3. Other					
Administration	$10,000.00			$10,000.00	Engineering, installation and electrical oversight, and any required permitting and testing.
Planning					
Totals:	$289,300.00			$289,300.00	

*** All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits. Show the sources and amounts of other funds needed to complete the project below, including local funds and grants from other agencies. Any anticipated or committed funds must also be included.**

Source of Other Funds	Amount
1. NOT APPLICABLE – THERE ARE NO OTHER FUNDS	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

CDBG-MIT

Taylor County Board of Commissioners and Taylor County Emergency Management hosted an advertised public meeting which attendees could attend in person or via a special conference line set up specifically for the meeting Monday, June 8, 2020, at 12:00 (noon) at the Emergency Operations Center Conference Room located at 591 E. U.S. 27. The Conference line was 1- 848-777-1212. Conference ID:838-3575. A presentation was given and public input was received in reference to the County's possible grant application to the Florida Department of Economic Opportunity (FDEO), Rebuild Florida, CDBG-MIT grant program. The proposed application will be requesting funding assistance in the amount of $289,300 for the purchase and installation of an affixed generator at Taylor County Jail. The County has a fourteen (14) day public comment period after the public meeting which will end Tuesday, June 23, 2020, at 5:00 p.m. All public comments

should be directed to Kristy Anderson at 850-838-3575 or kristy.anderson@taylorsheriff.org or to Melody Cox at 850-371-0377 or at melody.cox@tayorcountygov.com. All public comments and questions will be posted on the County website at www.taylorcountygov.com and provided to FDEO at the time of grant submission. Additional information may also be obtained from CDBG-MIT@deo.myflorida.com. The completed grant application will be posted on the County website (www.taylorcountygov.com) prior to submission to FDEO.

Contact Us

Taylor County Administrative Complex
201 E. Green St.
Perry, Fl. 32347
Phone (850) 838-3500
Email: webmaster@taylorcountygov.com

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Public Information/Public Meeting
Non-English Speaking Citizen Documentation

"Due to a limited Latino or Hispanic population of 4.5% in Taylor County per the U. S. Census, a public meeting was not held in Spanish. However, the meeting(s) were advertised that the County would provide accommodation and/or assistance at no charge to anyone who may have needed it to participate in the meetings. "

United States Census

QuickFacts

Florida; Taylor County, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more.***

Table

All Topics	Florida	Taylor County, Florida
Population estimates, July 1, 2019, (V2019)	21,477,737	21,569
PEOPLE		
Population		
Population estimates, July 1, 2019, (V2019)	21,477,737	21,569
Population estimates base, April 1, 2010, (V2019)	18,804,564	22,574
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	14.2%	-4.5%
Population, Census, April 1, 2010	18,801,310	22,570
Age and Sex		
Persons under 5 years, percent	△ 5.4%	△ 5.7%
Persons under 18 years, percent	△ 19.9%	△ 20.1%
Persons 65 years and over, percent	△ 20.5%	△ 20.4%
Female persons, percent	△ 51.1%	△ 45.4%
Race and Hispanic Origin		
White alone, percent	△ 77.3%	△ 76.4%
Black or African American alone, percent (a)	△ 16.9%	△ 19.6%
American Indian and Alaska Native alone, percent (a)	△ 0.5%	△ 1.0%
Asian alone, percent (a)	△ 3.0%	△ 0.8%
Native Hawaiian and Other Pacific Islander alone, percent (a)	△ 0.1%	△ 0.1%
Two or More Races, percent	△ 2.2%	△ 2.1%
Hispanic or Latino, percent (b)	△ 26.1%	△ 4.5%
White alone, not Hispanic or Latino, percent	△ 53.5%	△ 72.4%
Population Characteristics		
Veterans, 2014-2018	1,452,967	1,372
Foreign born persons, percent, 2014-2018	20.5%	2.9%
Housing		
Housing units, July 1, 2019, (V2019)	9,673,682	11,174
Owner-occupied housing unit rate, 2014-2018	65.0%	81.5%
Median value of owner-occupied housing units, 2014-2018	$196,800	$82,900
Median selected monthly owner costs -with a mortgage, 2014-2018	$1,466	$1,057
Median selected monthly owner costs -without a mortgage, 2014-2018	$492	$330
Median gross rent, 2014-2018	$1,128	$686
Building permits, 2019	154,302	43
Families & Living Arrangements		
Households, 2014-2018	7,621,760	7,356
Persons per household, 2014-2018	2.65	2.47
Living in same house 1 year ago, percent of persons age 1 year+, 2014-2018	84.3%	83.0%
Language other than English spoken at home, percent of persons age 5 years+, 2014-2018	29.1%	6.6%
Computer and Internet Use		
Households with a computer, percent, 2014-2018	89.8%	80.7%
Households with a broadband Internet subscription, percent, 2014-2018	80.8%	63.9%
Education		
High school graduate or higher, percent of persons age 25 years+, 2014-2018	88.0%	77.4%
Bachelor's degree or higher, percent of persons age 25 years+, 2014-2018	29.2%	7.4%
Health		
With a disability, under age 65 years, percent, 2014-2018	8.6%	18.2%
Persons without health insurance, under age 65 years, percent	△ 16.0%	△ 14.2%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2014-2018	58.3%	37.7%
In civilian labor force, female, percent of population age 16 years+, 2014-2018	54.1%	43.0%
Total accommodation and food services sales, 2012 ($1,000) (c)	49,817,925	19,866

TAYLOR COUNTY

Public Meeting
CDBG-MIT Grant
June 8, 2020 12:00 P.M.

SIGN IN SHEET

NAME	ADDRESS
Name	
Jami Evans	BOCC
Name	
Kristy Anderson	Taylor SO EM
Name	
Greg Melvin	Tayln SO Em
Name	
Melody Cox	BOCC
Name	
Name	
Name	
Name	
Name	
Name	
Name	
Name	
Name	
Name	

Meeting Minutes

Project: CDBG-MIT Grant for Taylor County Jail Generator Project	**Date: June 8, 2020**
	Time: 12:00 pm
	Place: Taylor County Emergency Operations Center Conference Room

Meeting Facilitator: Jami Evans, Grants Coordinator		
Attendees: See attached sign in sheet		

Agenda: Key Discussion Points	Outcomes (Decisions, Action Items)
Topic 1: Public Meeting for CDBG-MIT Grant for Taylor County Jail Generator Project	Jami Evans gave a presentation of the CDBG-MIT Grant for the Taylor County Jail Generator Project. Attendees were informed there would be a 14 day public comment period that would end on June 23, 2020 at 5:00 PM and where any comments could be directed to. There were no questions or comments during or after the presentation.
Topic 2:	
Topic 3:	
Topic 4:	
Topic 5:	

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Invoice	Date	Number
	5/31/2020	5350

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	******** Total		71.60

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Mark A. Moneyhan

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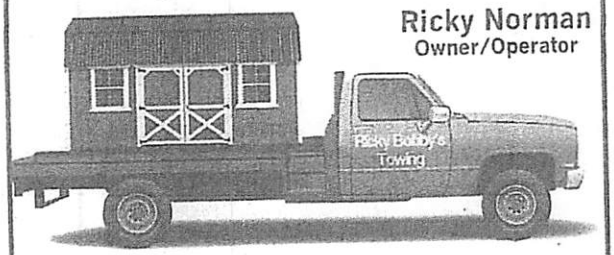

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ATTENTION

The Taylor County Board of Commissioners staff and the Taylor County Emergency Management will host a

Public Meeting
Monday, June 8, 2020
at NOON

at the Emergecny Operations Center Conference Room
591 E U.S. Hwy. 27, Perry, FL
to discuss and receive public input on the County's possible grant application to the Florida Department of Economic Opportunity CDBG-MIT grant program. The application will be requesting funding assistance for the purchase and installation of an affixed generator at the Taylor County jail.

In an effort to protect the public and staff, a conference line has been set up to accommodate access to the meeting.
The Conference line dial in is: 1-848-777-1212.
The conference ID: 838-3575.
If you are a person with a disability who needs any accommodation in order to participate, you are entitled at no cost to you, to the provision of certain assistance. If you need this assistance, please contact Kristy Anderson at 850-838-3575 within two (2) working days of this meeting.

For additional information in reference to the grant application, please contract Melody Cox, Grants Writer at melody.cox@taylorcountygov.com.

5/29/20

County Road Assistance Program (SCRAP).

At its April 6 meeting, the county commission voted to assign one project to each of the three firms.

The county has received $700,000 in SCOP funding for the Gas Plant Road widening/resurfacing project, which is planned to run for one mile.

According to County Engineer Kenneth Dudley, he requested a proposal from George & Associates Consulting Engineers (G&A) -- one of the three firms approved by the commission -- to design and prepare the construction plans for the Gas Plant Road project. The proposal was for $170,232.

"It's G&As understanding that the existing travel lanes will be increased from nine feet wide to 11 feet, the shoulders will be widened, existing hazards will be extended/relocated outside the clear zone (to include cross drains and headwalls), the side drains will be relocated to align with ditch to maintain a uniform corridor, and all permitting will be required," the proposal states.

"Based on its review of their proposal, staff recommends that the board approve the George & Associates Consulting Engineers Proposal for roadway design services," Dudley said in a memo to county commissioners. "Once approved, staff will prepare a task order to be executed by G&A and the

DMH ramping back up for business

Following in the state of Florida's footsteps, Doctors' Memorial Hospital (DMH) is ramping back up for business by bringing operations and staffing back up to normal levels prior to the COVID-19 outbreak.

"In April, we shared that a drop in patient volume meant we needed to reduce schedules for some staff and furlough 36 employees. We made a commitment to bring our operations and staffing at DMH back to normal levels as quickly and safely as possible," stated DMH CEO Tom Stone on Thursday.

"Just as Florida has started to 'open up' again, so have we. Many of our employees are off of furlough and have resumed full-time schedules," Stone said.

"Our Emergency Room, Surgical Services, Radiology Department and Lab are fully open and operational to serve our community. Telemedicine services are now available through our Perry and Mayo clinics, so patients can receive care through virtual visits from the comfort of their homes. Our Steinhatchee clinic will open again on June 1," Stone added.

The state of Florida began opening back up for business this week under "Full Phase One" of Governor Ron DeSantis' "SAFE, SMART, STEP-BY-STEP" plan, which went into effect Monday, May 18, and allowed gyms, retail stores and restaurants to operate at up to 50% capacity.

"Safety remains a high priority across DMH. All employees and patients are screened upon entering the facility and appropriately instructed to wear a mask before leaving the front desk. All patients are tested for COVID-19 before having a surgical procedure," Stone stated.

"Although DMH has not cared for a positive COVID-19 inpatient, we have seven isolation rooms ready should the need arise. As this pandemic continues, we will see more positive cases in our community. We remain focused on limiting the spread of COVID-19 and keeping our patients, staff and community as healthy as possible," Stone said.

card.

ATTENTION

The Local Coordinating Board (LCB) for theTransportation Disadvantaged will hold a

Public Hearing

Thursday, May 28, 2020
at 1:00 p.m.

in the Taylor County Board of Commissioners meeting room located at
201 E. Green Street, Perry, FL

IN AN EFFORT TO PROTECT THE PUBLIC AND THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.
CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#
All members of the public who are interested in the local transportation disadvantaged program are invited to call in on the conference line.

For additional information please contact Jami Evans at 850-838-3553.

*One or more Taylor County Board of Commissioners may be present

ATTENTION

The Local Coordinating Board (LCB) for theTransportation Disadvantaged will hold a

Quarterly Meeting

Thursday, May 28, 2020
at 1:30 p.m.
or immediately following the scheduled public hearing

in the Taylor County Board of Commissioners meeting room located at
201 E. Green Street, Perry, FL

IN AN EFFORT TO PROTECT THE PUBLIC AND THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.
CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#
All members of the public are invited to call in on the conference line.

For additional information please contact Jami Evans at 850-838-3553.

*One or more Taylor County Board of Commissioners may be present

ATTENTION

Taylor County Board of Commissioners staff and Taylor County Emergency Management

Public Meeting

Monday, June 8, 2020
at Noon

at the Emergency Operations Center conference room

To discuss and receive input on the county's possible grant application to the Florida Department of Economic Opportunity CDBG-MIT grant program requesting funding assistance for the purchase and installation of an affixed generator system at the Taylor County Jail.

Additional information and the meeting call in number will be advertised the week of May 24, 2020, and posted on the County's website at www.taylorcountygov.com.

Additional information may also be obtained from Melody Cox, Grant's Writer at melody.cox@taylorcountygov.com.

(12)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the Federal Aviation Administration (FAA) Release of Federal Surplus Property Obligations Surplus required to resolve the Perry-Foley Airport property ownership issues dating back to 1946.
MEETING DATE REQUESTED:	July 6, 2020

Statement of Issue: **The County has been working with FAA with the assistance of AVCON, Inc. (the airport consulting firm) since 2016 to resolve ongoing property ownership issues in reference to Perry-Foley Airport for many years. The Board had previously agreed to repay FAA through grant match requirements in the amount of $34,970.46. This amount cannot come through airport revenue as it must be provided through County general fund monies. It was also required that 20.57 acres owned by the Taylor County Development Authority be deeded to Perry- Foley Airport and this action was completed in 2018.**

Recommended Action: **Approve Release of Federal Surplus Property Obligations**

Fiscal Impact: **To receive future FAA grant funding, FAA required the land ownership issues had to be resolved. The proposed settlement is in the amount of $34,970.46 over a four year period which is $8,743 annually the first three years and $8,741.46 the final year. This had previously been approved by the Board, November 6, 2017.**

Budgeted Expense: Y/N **The amount will be budgeted as so needed for FAA grant match requirements.**

Submitted By: **Melody Cox**

Contact: **Melody Cox & Jami Evans**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **There have been ownership issues between FAA and the County dating back to 1946. FAA has determined the County is not eligible for grant funding until the land ownership issues are finally resolved. Initially the County**

was facing a $913,000 debt to the FAA. County staff and AVCON, Inc. have worked diligently with FAA and spent a great deal of time researching past records and has reduced the current amount to $34,970.46 which FAA has agreed to. Also as part of the settlement, FAA required that 20.57 acres owned by the Taylor County Development Authority would be deeded to Perry-Foley Airport for future airport development and use. This action was completed in 2018.

Attachments: Release of Federal Surplus Property Obligations

U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports Distr2ict Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

May 28, 2020

Ms. Pam Feagle, Chairman
Taylor County Board of County Commissioners
Perry-Foley Airport
201 East Green Street
Perry, Florida 32347

Release of Federal Surplus Property Obligations
Perry Foley Airport (FPY)
Parcels 16, 17, 22, 23 and 26 (± 17.28 Acres)
Perry, Taylor County, Florida

Dear Commissioner Feagle:

This correspondence supplements FAA's email from January 12, 2018 regarding your letter dated October 20, 2017, requesting that 17.28 acres of federally obligated land be released from conditions of the Surplus Property Quitclaim Deed dated April 11, 1947. This property was transferred to Taylor County under the authority of the April 11th, 1947, the United States, War Assets Administration and Section 13 of the Surplus Property Act of 1944 (58 Stat. 765), as amended.

As revealed in the title search of the Exhibit "A" Property Inventory Map update, the subject land parcels 16, 17, 22, 23 and 26 were released by Taylor County without obtaining a release approval by the FAA between 1946 and 1983 as reference in Table 1. As required by the FAA, the airport sponsor "Taylor County" shall demonstrate proper compensation to the airport trust fund based on fair market value (FMV) for each parcel at the time they were sold. Due to the complications in obtaining a FMV on property released over 30 plus years, FAA agreed to county's proposal and calculations that would provide a current total parcel value based on size of land, year sold, tax value per acre at year/time of sale, estimated FMV at time of sale, timeframe since the land was sold and an 10% accrual per year as estimated lease revenue.

Table 1: Estimated Parcel Values

Parcel Number	Acres	Year Sold	Tax Value Per Acre at Year of Sale	Estimated Tax Value of Land at Time of Sale	Estimated Market Value at Time of Sale	Years Away from Airport	Estimated Lease Revenue (10% per year)	Current Total Parcel Value
16	2.28	1983	$ 1,200.00	$ 2,736.00	$ 3,283.20	34	$ 11,162.88	$14,446.08
17	9.97	1983	$ 1,200.00	$11,964.00	$ 14,356.80	34	$ 48,813.12	$63,169.92
22	0.69	1946	$ 3.00	$ 2.07	$ 2.48	71	$ 17.75	$20.23
23	1.75	1946	$ 3.00	$ 5.25	$ 6.30	71	$ 44.73	$51.03
26	2.59	1973	$ 1,000.00	$ 2,590.00	$ 3,108.00	44	$ 13,675.20	$16,783.20
				Total:	**$ 20,756.78**		**$ 73,713.68**	**$94,470.46**

In order for Taylor County to compensate the Perry Foley Airport, the County shall reimburse the airport by donating airport adjacent and desirable land parcel 06060-200 (20.57 acres) to the airport valued at $59,500 based on FMV. Additionally, the County shall provide local grant matches as outlined below in Table 2 (in addition to typical local share, if applicable) between fiscal years2018 and 2021 for a total amount of $34,970. If no projects are requested during the outlined timeframe and/or before fiscal year 2023, the County shall complete the transaction by depositing the remaining amounts in the airport's trust fund by September 30, 2023.

Table 2: Proposed Grant Matches

Year	Project	Amount
2018	Upgrade Airfield Lighting Systems	$ 8,743.00
2019	Obstacle Removal	$ 8,743.00
2020	Rehabilitate Runway 12-30	$ 8,743.00
2021	Rehabilitate Runway 12-30	$ 8,741.46
		$34,970.46

A release permitting the sale and disposal of real property transferred to the airport owner under the Surplus Property Act or 49 U.S.C. §47151 is only granted when it is clearly shown such property is no longer needed to directly support an airport purpose or activity and sale of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the land. Conversion of a real property asset into another form of asset, such as cash or physical improvements, can better serve the airport. This objective is not met unless an amount equal to the net sale proceeds based on the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes.

Under 49 U.S.C. §47153(c), FAA is required to provide at least a 30-day notice to the public regarding the requested release. The required notice was published in the Federal Register on March 26, 2020.

We have concluded that this property, as legally described in the enclosed Deed of Release, meets the conditions mentioned previously for release. We have also concluded that the release and use of such land for commercial purposes will not interfere with the operation, maintenance or future development of the airport.

By accepting this release, the Airport Owner agrees to:

1. Maintain accurate records of the above listed expenditures in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.

2. Ensure that whoever the land is initially and subsequently conveyed to including the airport owner, they and their successors and assigns protect the rights and interests of the public in Perry Foley Airport and prevent any use of subject property that would constitute an airport hazard, including wildlife hazards.

3. Update the Airport Layout Plan and Exhibit "A" Property Map within 90 days of acceptance of the release to reflect the new airport boundaries.

4. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.

5. Ensure that they and their successors and assigns shall not permit/afford access from the subject property onto Perry Foley property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property:

- PARCEL 16:
  Commence at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 1, Township 5 South, Range 7 East and run S 89 degrees 19' 48" W, along the forty line, 486.26 feet; thence run S 16 degrees 47' 43" W, 92.69 feet for a Point of Beginning; thence from said P.O.B. continue S 16 degrees 47' 43" W, 345 feet to the Northerly R/W line of the Industrial Park Drive; thence run N 57 degrees 24' 12" W, along said R/W line, 599.95 feet; thence run N 89 degrees 19' 48" E, 605.18 feet to the P.O.B. Said parcel Contains 2.286 acres, more or less.

- PARCEL 17:
  Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 7 East, and run S 89 degrees 19' 48" W along the forty line (bearing base) 688.66 feet for a POINT OF BEGINNING; thence from said POB run S 00 degrees 49' 49" 8, along the West boundary line of property described in O.R. 206, page 611, 756.90 feet to the Northerly right of way line of Industrial Park Drive; thence run N 89 degrees 01' 48" W, along said right of way line, 533.84 feet to the P.C. of a 50 foot radius curve, concaved to the Northeast; thence run along the arc of said curve, thru a delta of 91 degrees 14' 12" an arc distance of 79.62 feet to the P.T. of said curve; thence run N 00 degrees 16' 00" W, 689.08 feet to the North boundary line of said forty; thence run N 89 degrees 19' 48" E, along said forty line, 577.36 feet to the POB. Said parcel contains 9.97 acres and is located in the Southeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 7 East, Taylor County, Florida.

- PARCEL 22:
  Commence at the Southwest corner of Northwest Quarter of Section 1, Township 5 South, Range 7 East, Taylor County, Florida; thence run North, a distance of 208.00 feet to the southwest corner of Official Record Book 525 Page 569 as recorded in the Public Records of Taylor County, Florida; thence run East along the South boundary line of said land described in Official Record Book 525 Page 569, a distance of 180.68

feet to a point on the Westerly right-of-way line of Puckett Road; thence run in a Southwesterly direction along the said Westerly right-of-way line, to a point on the South boundary line of said Northwest quarter; thence run West along said South boundary line a distance of 99.50 feet to the Point of Beginning. Containing 0.69 acres more or less.

- PARCEL 23:
  Beginning at a point in the East right of way line of Puckett Road at the point of intersection of the Northwest line of the Southwest end zone of the NE-SW run way and said East right of way line; thence Southerly along said East right of way line 550 feet to the line forming Southwest end of said Southwest end zone; thence along line forming said Southwest end North 29 degrees 43 minutes 34 seconds West 450 feet; thence North 60 degrees 16 minutes 26 seconds East 280 feet to the point of beginning.

- PARCEL 26:
  Commence at the NW corner of SW 1/4 of NW 1/4 of Section 6, T5S, R8E and run S 00 degrees 46' 53" E along the section line 848.75 feet to the South R/W line of Industrial Park Drive and the Point of Beginning in a curve concave to the North and having a radius of 11499.16 feet; thence run East along said R/W line thru a central angle of 00 degree 47' 13" an arc distance of 157.92 feet (chord bearing and distance of N 88 degrees 16' 37" East 157.92 feet) to the Point of Tangency of said curve: thence run N 87 degrees 53' 00" East along said R/W line 52.08 feet; thence run South 00 degrees 05' 13" East 420.43 feet; thence run South 88 degrees 09' 00" West 269.00 feet; thence run N 00 degrees 05' 26" West 421.23 feet to the South R/W line of Industrial Park Drive in a curve concave to the North and having a radius of 11499.16 feet; thence run East along said R/W line thru a central angle of 00 degrees 17' 38" an arc distance of 59.01 feet to the Point of beginning (Chord Bearing and distance of N 88 degrees 49' 02" E 59.01 feet); said parcel contains 2.59 acres more or less and is located in the SE 1/4 of NE 1/4 of Section 1, T5S, R7E and the SW 1/4 of NW 1/4 or Section 6, T5S, R8E, Taylor County, Florida.
  Parcel Identification Number: 01-05-07-05 & 06-05-08

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate and returning one copy to our office.

In addition, please have the original and two copies of the Deed of Release (enclosed) executed on behalf of the Airport Owner and return one copy to us.

Sincerely,

REBECCA HENRY HARPER

Digitally signed by REBECCA HENRY HARPER
Date: 2020.05.28 10:52:53 -04'00'

Rebecca Henry Harper
Acting Manager

4 Enclosures

Accepted for Airport Owner

By: _____

Title: _____

Date: _____

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to Taylor County, a body politic, created, operating, and doing business under the laws of the State of Florida, WITNESSETH:

WHEREAS, the United States of America, acting by and through the Federal Aviation Administration under and pursuant to authority contained in the provisions of 49 U.S.C. §47153, and applicable rules, regulations, and orders by an instrument of transfer entitled "Quitclaim Deed" dated April 11, 1947 did remise, release and forever quitclaim to Taylor County, Florida, it successors and assigns, all rights, title and interest in and to that certain property located and situated in Perry, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Taylor County, Florida, Deed Book No. 46, Pages 163 reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. §47153; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. §47153 is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the Taylor County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Taylor County reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use

of said airspace for landing on, or taking off from or operating on Perry Foley Airport.

(2) Reimburse FAA in the amount of $34,970.46 by providing grant matches in that amount for improvements at the Perry-Foley Airport over the course of a four year period, beginning in TAYLOR's 2018 fiscal year.

(3) Acquire from the Taylor County Development Authority that certain 20.57 acres of land on the South side of the airport[1].

(4) That the Taylor County expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(5) That the Taylor County expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Perry Foley Airport or interfere with air navigation and or communication facilities serving Perry Foley Airport, or otherwise constitute an airport hazard, including wildlife hazards.

(6) Ensure that the Taylor County and their successors and assigns shall not permit/afford access from the subject property onto Perry Foley Airport property for aeronautical purposes.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Taylor County dated April 11, 1947 which real property is described as follows:

- PARCEL 16:
  Commence at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 1, Township 5 South, Range 7 East and run S 89 degrees 19' 48" W, along the forty line, 486.26 feet; thence run S 16 degrees 47' 43" W, 92.69 feet for a Point of Beginning; thence from said P.O.B. continue S 16 degrees 47' 43" W, 345 feet to the Northerly R/W line of the Industrial Park Drive; thence run N 57 degrees 24' 12" W, along said R/W line, 599.95 feet; thence run N 89 degrees 19' 48" E, 605.18 feet to the P.O.B. Said parcel Contains 2.286 acres, more or less.

- PARCEL 17:
  Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 7 East, and run S 89 degrees 19' 48" W along the forty

[1] Prior to the execution of this agreement, an in anticipation of the execution of this agreement, the Taylor County Development Authority executed a Corrective Warranty Deed in favor of TAYLOR for said property, the same being recorded in the Official Records of Taylor County, Florida, Book 798, Page 232.

line (bearing base) 688.66 feet for a POINT OF BEGINNING; thence from said POB run S 00 degrees 49' 49" 8, along the West boundary line of property described in O.R. 206, page 611, 756.90 feet to the Northerly right of way line of Industrial Park Drive; thence run N 89 degrees 01' 48" W, along said right of way line, 533.84 feet to the P.C. of a 50 foot radius curve, concaved to the Northeast; thence run along the arc of said curve, thru a delta of 91 degrees 14' 12" an arc distance of 79.62 feet to the P.T. of said curve; thence run N 00 degrees 16' 00" W, 689.08 feet to the North boundary line of said forty; thence run N 89 degrees 19' 48" E, along said forty line, 577.36 feet to the POB. Said parcel contains 9.97 acres and is located in the Southeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 7 East, Taylor County, Florida.

- PARCEL 22:
  Commence at the Southwest corner of Northwest Quarter of Section 1, Township 5 South, Range 7 East, Taylor County, Florida; thence run North, a distance of 208.00 feet to the southwest corner of Official Record Book 525 Page 569 as recorded in the Public Records of Taylor County, Florida; thence run East along the South boundary line of said land described in Official Record Book 525 Page 569, a distance of 180.68 feet to a point on the Westerly right-of-way line of Puckett Road; thence run in a Southwesterly direction along the said Westerly right-of-way line, to a point on the South boundary line of said Northwest quarter; thence run West along said South boundary line a distance of 99.50 feet to the Point of Beginning. Containing 0.69 acres more or less.

- PARCEL 23:
  Beginning at a point in the East right of way line of Puckett Road at the point of intersection of the Northwest line of the Southwest end zone of the NE-SW run way and said East right of way line; thence Southerly along said East right of way line 550 feet to the line forming Southwest end of said Southwest end zone; thence along line forming said Southwest end North 29 degrees 43 minutes 34 seconds West 450 feet; thence North 60 degrees 16 minutes 26 seconds East 280 feet to the point of beginning.

- PARCEL 26:
  Commence at the NW corner of SW 1/4 of NW 1/4 of Section 6, T5S, R8E and run S 00 degrees 46' 53" E along the section line 848.75 feet to the South R/W line of Industrial Park Drive and the Point of Beginning in a curve concave to the North and having a radius of 11499.16 feet; thence run East along said R/W line thru a central angle of 00 degree 47' 13" an arc distance of 157.92 feet (chord bearing and distance of N 88 degrees 16' 37" East 157.92 feet) to the Point of Tangency of said curve: thence run N 87 degrees 53' 00" East along said R/W line 52.08 feet; thence run South 00 degrees 05' 13" East 420.43 feet; thence run South 88 degrees 09' 00" West 269.00 feet; thence run N 00 degrees 05' 26" West 421.23 feet to the South R/W line of Industrial Park Drive in a curve concave to the North and having a radius of 11499.16 feet; thence run East along said R/W line thru a central angle of 00 degrees 17' 38" an arc distance of 59.01 feet to the Point of beginning (Chord Bearing and distance of N 88 degrees 49' 02" E 59.01 feet); said parcel contains 2.59 acres more or less and is located in the SE 1/4 of NE 1/4 of Section 1, T5S, R7E and the SW 1/4 of NW 1/4 or Section 6, T5S, R8E, Taylor County, Florida.
  Parcel Identification Number: 01-05-07-05 & 06-05-08

This release is for the specific purpose of permitting Taylor County to sell and convey title to the above described property for commercial purposes.

By its acceptance of this Deed of Release Taylor County also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the _____ day of _____, 20__.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By _____
Acting Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

On this _____ day of _____, 20__, before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Bart Vernace, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

(SEAL)

My commission expires _____

Accepted:

Taylor County

By: _____

Title: _____

Date: _____

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

June 15, 2020

VIA E-MAIL

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

Re: Deed Release Agreement for Perry Foley Airport

Dear Lawanda:

Thank you for your e-mail of 6/2/20 regarding the above.

I have reviewed same. It is my understanding that it will be on the agenda for the next regular meeting of the Board.

Close attention must be placed on the Deed of Release and what Taylor County must do by accepting the Deed of Release.

There are six (6) items on the 1st and 2nd pages of the Deed of Release. Just to mention two (2) items:

See (2) Reimburse FAA in the amount of $34,970.46 by providing grant matches.

See (3) Acquire 20.57 acres for the TCDA – already been done.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

B

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF NEWLY CREATED JOB DESCRIPTION FOR A SEASONAL PARK ATTENDANT.
MEETING DATE REQUESTED:	JULY 6, 2020

Statement of Issue: TO PROVIDE ADDITIONAL CLEANING AND SANITATION PRIMARILY AT HODGES PARK ON THE WEEKENDS AND HOLIDAYS.

Recommended Action: APPROVE

Fiscal Impact: $8.56 HOURLY

Budgeted Expense: PARTIALLY BUDGETED

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS REQUESTED THE CREATION OF A JOB DESCRIPTION TO PROVIDE ADDITIONAL CLEANING AND PUBLIC ASSISTANCE PRIMARILY AT HODGES PARK. THIS WILL BE A PART-TIME, WEEKEND, SEASONAL POSITION FROM MARCH THROUGH SEPTEMBER.

Options: APPROVE/NOT APPROVE

Attachments: DRAFT JOB DESCRIPTION

Taylor County Board of County Commissioners
JOB TITLE: Park Attendant (Seasonal Part Time)

EXEMPT (Y/N):	No	UNION (Y/N):	N
Pay Grade 110	$8.56 per hour	WORKERS COMP CODE:	9015
LOCATION:	County Parks		
PREPARED BY:	Human Resources	DATE:	06-13-2012
APPROVED BY:	BOCC	Edited:	06/10/2020

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:
Oversees activities at County Park to ensure that proper procedures are followed. This position is a temporary, seasonal, call in and part-time position. This position requires attendant to work weekends and/or holidays.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Maintains a clean park.
- Maintains clean bathrooms, removes trash, empties trash containers, and uses mowers and lawn equipment.
- Assists public and provides information about the park.
- Practice and enforce safety procedures and guidelines.
- Perform other job duties as assigned by supervisor.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to understand and apply applicable rules, regulations, policies and procedures.
- Ability to follow written and oral instructions.
- Ability to receive public with courtesy.
- Ability to set work priorities, organize work schedules and keep records.
- Ability to work cooperatively with others.
- Ability to work independently and exercise initiative.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable Accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, employee is required to talk and to hear.
- Required to stand, walk, sit, reach, stoop, kneel, crouch and frequently use hands and fingers.
- Must be able to lift and/or move up to 50 pounds with frequency and perform yard duties.
- Must be able to use lawn equipment.
- Must be able to perform preventative measures to control weed and vegetation growth

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing this job, the employee works near moving mechanical parts and moving vehicles.
- Potential exposure to fumes and/or airborne particles, toxic or caustic chemicals.
- Continuous exposure to all weather conditions including extreme heat or cold, high winds and rain.
- Continuous exposure to insects and potential exposure to vermin.
- Employee will be working in a malodorous environment, especially during the summer season.
- Taylor County Board of County Commissioners is an Equal Opportunity, Veteran's Preference, background checking, and drug testing employer.

EDUCATION AND/OR EXPERIENCE:
High school diploma or GED

COMMENTS:
This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as may be required by their purpose.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval of the Taylor County Designated Receiving System and Behavioral Transportation Plan 2020-2023.**
MEETING DATE REQUESTED:	**JULY 6, 2020**

Statement of Issue: As per Chapter 394, Part 1, Florida Statutes, the Board of County Commissioners and the Sheriff's Department is required to have a Designated Receiving System and Behavioral Health Transportation Plan in place by June 30, 2020.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 838-3500 ext 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County and Sheriff's Department is required to have a plan in place on how law enforcement (or Emergency Management, if applicable) will transport individuals in their care who require medical attention under the Baker Act, the Florida Mental Health Act, and the Hal S. Marchman Alcohol and Other Drug Services Act. The County is also required as part of the plan to approve the Apalachee Center in Tallahassee as part of the Central Receiving Facility. This is a renewal of the plan that has been in place since 2017.

Options: Approve/Do not approve

Attachments: Agreement

DEPARTMENT OF CHILDREN AND FAMILIES
SUBSTANCE ABUSE AND MENTAL HEALTH
(NORTHWEST REGION)

Big Bend Community Based Care
Substance Abuse and Mental Health Managing Entity

Taylor County
Designated Receiving System and
Behavioral Health Transportation Plan

2020-2023

TAYLOR COUNTY DESIGNATED RECEIVING SYSTEM AND

BEHAVIORAL HEALTH TRANSPORTTION PLAN

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Taylor County Designated Receiving System and Behavioral Health Transportation Plan

Introduction

In accordance with Chapter 394, Part 1, and Florida Statues (the "Florida Mental Health Act or the "Baker Act") Chapter 397, Florida Statutes, (the "Hal S. Marchman Alcohol and Other Drug Services Act of 1993,") and specifically sections 394.4573 and 394.462, Florida Statutes, this plan has been developed to organize:

- a centralized system for transportation of persons in need of emergency behavioral health services to an authorized centralized receiving facility; and
- a designated central receiving system to ensure the provision of the 'No Wrong Door" model provided in Section 394.4573, Florida Statutes.

This plan requires approval by the Taylor County Board of County Commissioners and Big Bend Community Based Care (Substance Abuse and Mental Health Managing Entity). Upon approval, this document will service as the designated receiving system and transportation plan for Taylor County.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services for individuals accessing emergency behavioral health services;
2. An acknowledgement and agreement of Apalachee Center as the designated Central Receiving Facility for the purposes of transporting individuals accessing emergency behavioral health services;
3. A specialized transportation system that provides an efficient and humane method of transporting patients to the Central Receiving Facility, as designated herein.

Purpose

In the continued best interest of persons in need of public mental healthcare in Taylor County it is agreed that approval and subsequent renewal of this plan will continue the successful established centralized Baker Act/Marchman Act system, in partnership with the Apalachee Center as it is designated Central Receiving Facility. This plan will ensure that individuals accessing emergency behavioral health services pursuant (particularly involuntary psychiatric hospitalization) pursuant to either the Baker Act or the Marchman Act will obtain immediate access to acute services and will provide the following community benefits:

1. Provide for a Central Receiving Facility that is consistent with the 'No Wrong Door Model" consists of a designated central receiving facility that serves as a single entry point for persons with mental health or substance use disorders, or co-occurring disorders.
2. Minimize the amount of time Law Enforcement and Emergency Management Services personnel spend on administrative functions when transporting individuals needing involuntary emergency behavioral health services pursuant to the Baker Act or Marchman Act.

3. Provide the opportunity for jail diversion for individuals where it would be more appropriate than incarceration.
4. Community cost-savings by having a streamlined system of care that minimizes wait times and focuses on getting individuals connected to the appropriate service (Crisis Stabilization or Detox) rather than emergency room services for behavioral health needs.

Taylor County's Designated Receiving (DRS)

Taylor County's Designated Receiving System shall operate as a central receiving system. The Central Receiving Facility for Taylor County has been designated as the Apalachee Center by a grant received through the Department of Children and Families. *This facility is located at: 2634 Capital Circle NE, Tallahassee, FL 32308.*

The Central Receiving Facility (CRF) will serve as the single point of access within the Central Receiving System (CRS) for all individuals transported under the Baker and Marchman Acts. This single point of entry will support the "No Wrong Door" model as described in s. 394.4573 (2)(b)2, and will guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the Central Receiving Facility location when they are subject to the Baker or Marchman Act. The Central Receiving Facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders. Through the assessment process at the Central Receiving Facility, all individuals will be linked with the appropriate level of care (inpatient and/or outpatient) and to the appropriate service provider that can meet their identified needs. Partners in the Central Receiving System includes inpatient programs at Apalachee Center, Tallahassee Memorial Hospital Behavioral Health, and Capital Regional Medical Center Behavioral Health.

Transportation

Upon the entry of an appropriate order or execution of a certificate for involuntary examination, the Taylor County Sheriff's Office shall take into custody and transport all covered individuals, which includes adults and youth under the age of 18 subject to either an involuntary Baker Act or involuntary Marchman Act order, to the Central Receiving Facility were law enforcement shall promptly transfer custody of the covered individual to the Central Receiving Facility.

Medical Treatment

Individuals needing medical treatment should be handled according to policy of the law enforcement agency and transported to the closet medical hospital. Law enforcement officers may request assistance from Emergency Medical System if such assistance is needed for the safety of the officer or the person in custody.

Law enforcement shall comply with all applicable state laws and rules to ensure the safety and dignity of all persons in its custody.

The costs of transportation of persons who have been arrested for violations of any state or local laws may be recovered as provided in section 901.35, Florida Statutes.

The person responsible for payment for such transportation shall be the person receiving transportation. The County shall seek reimbursement from the following sources in the following order:

(1) From a private or public third-party payor;
(2) From the person receiving transportation;
(3) From a financial settlement for medical care, treatment, hospitalization, or transportation payable or accruing to an injured party.

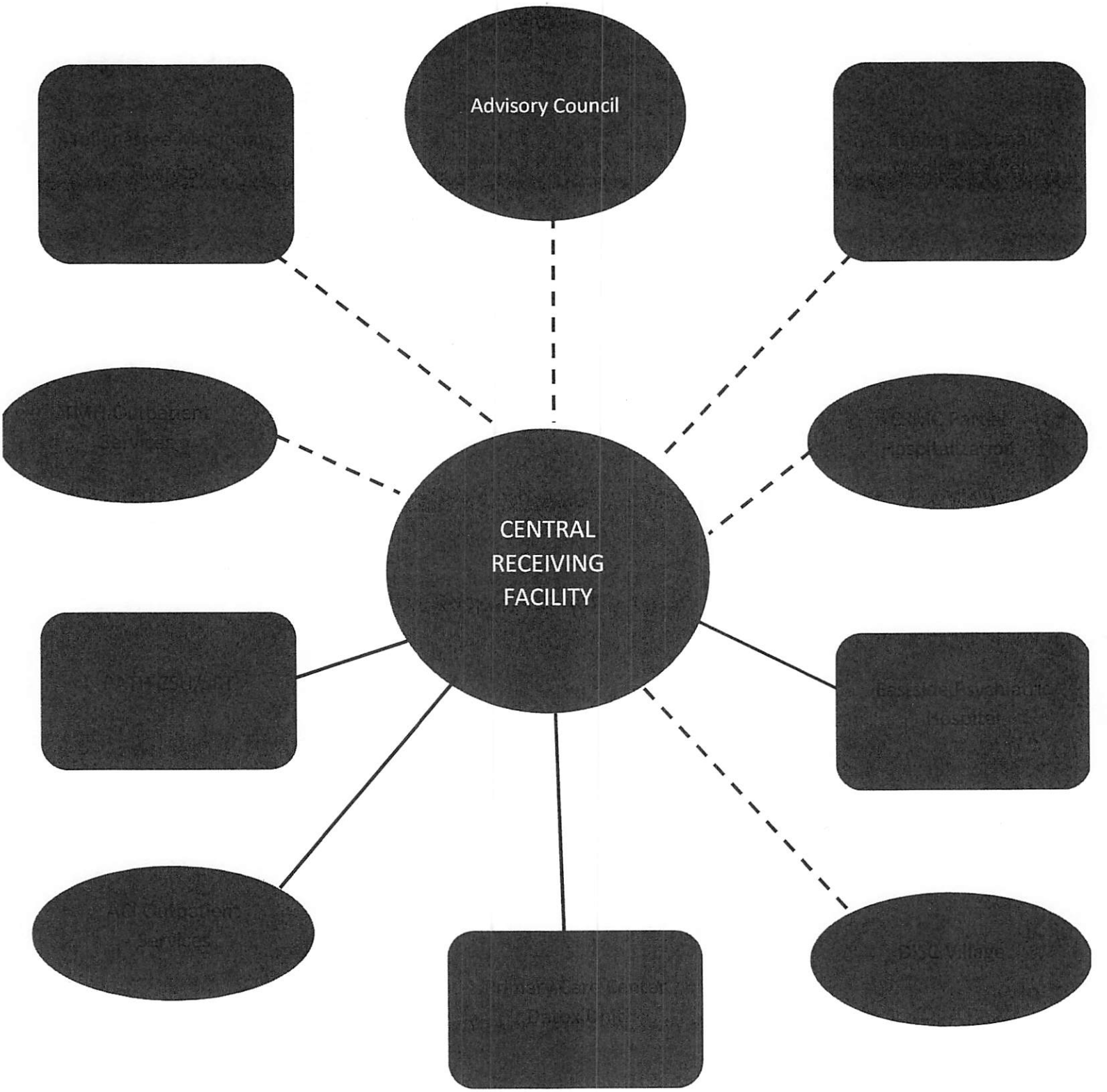
Choice

With Apalachee Center's designation through a grant award from the Florida Department of Children and Families, Law Enforcement will transport all individuals requiring behavioral health services to a Central Receiving Facility at Apalachee Center. From here, Apalachee Center will collaborate with other crisis stabilization units to appropriately place individuals were needs can be met.

System Oversight

The following chart identifies the relationships between the Central Receiving Facility and the inpatient facilities or partner agencies that are participating in the Central Receiving System. The chart includes the Advisory Council which will provide oversight and guidance to the project. The Advisory Council will include representatives from all three receiving facilities (Apalachee Center, Capital Regional Medical Center, and Tallahassee Memorial Healthcare), law enforcement agencies, Big Bend Community Based Care Managing Entity, a Peer Specialist, NAMI, and a Circuit 2 Judiciary representative.

The solid black line indicates an Apalachee Program and the dotted black line indicates a partner agency or council.


Advisory Council
CENTRAL
RECEIVING
FACILITY

Inter-organizational Collaboration

Implementing a Designated Receiving System and Transportation Plan for covered persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having a the strong support of law enforcement and the behavioral providers, local hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Central Receiving Facility, streamlining efforts for persons in need of emergency behavioral health services. The community support for this plan from Tallahassee Memorial Healthcare, Capital Regional Medical Center, DISC Village, Taylor County Sheriff's Office, and National Alliance on Mental Illness, the Madison County Sheriff's Office, the Taylor County Sheriff's Office, Jefferson County, TCC Police, the Counseling Center at TCC, and the Florida Sheriffs Risk Management Fund.

This plan shall be reviewed by the County and Big Bend Community Based Care at least once every (3) years and undated as necessary.

DEFINITIONS

Baker Act	The Florida Mental Health Act, Part 1 of Chapter 394, Florida Statutes.
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act.
Central Receiving Facility:	Receiving facility designated by the Department of Children and Families to accept and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment. The central receiving facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders. The Apalachee Center is the current Central Receiving Facility.
Central Receiving System:	A system that consists of a designated central receiving facility that serves as a single entry point for persons with mental health or substance use disorders, or co-occurring disorders.

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Apalachee Center (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

___ My agency/entity has collaborated in the planning process and supports the plan's provisions.

___ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

___ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

___ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

Signature and Date of Agency/Entity Representative

Title

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of _Big Bend Community Based Care_____ (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

__X_____ My agency/entity has collaborated in the planning process and supports the plan's provisions.

__X_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

_____ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

_____ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

_____

_____

_____

_____

_____

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

_Sophia Whaley_____ ME Network Coordinator

Signature and Date of Agency/Entity Representative Title

___Sophia Whaley Big Bend Community Based Care_____

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Department of Children & Families (SAMH-NWR) (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

___X___ My agency/entity has collaborated in the planning process and supports the plan's provisions.
_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.
_____ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.
_____ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

Na'Keisha Phillips DCF/SAMH/NWR 6/12/20
Signature and Date of Agency/Entity Representative

Human Services Program Director
Title

Na'Keisha Phillips
Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Taylor County Board of County Commissioners (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

(m) My agency/entity has collaborated in the planning process and supports the plan's provisions.

_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

_____ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

_____ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

_____

_____

_____

_____

_____

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

LaWanda Pemberton 6/12/2020 — Signature and Date of Agency/Entity Representative

County Administrator — Title

LaWanda Pemberton — Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Public Defender, 3d Circuit (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

X My agency/entity has collaborated in the planning process and supports the plan's provisions.

_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

_____ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

_____ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

No boxes are checked other than the first one because we do not provide services or transport

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

[signature] Public Defender

Signature and Date of Agency/Entity Representative — Title

Public Defender, 3d Circuit

Printed Name of Agency/Entity Representative

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to ratify the signature of the County Administrator on license agreement with Duke Energy Florida LLC.**
MEETING DATE REQUESTED:	**July 6, 2020**

Statement of Issue: To continue with the Ellison Road Widening/Resurfacing Project.

Recommended Action: Approve agreement.

Fiscal Impact: N/A

Budgeted Expense: Yes

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has executed a funding agreement with Florida Department of Transportation for the widening/resurfacing of Ellison Road. Duke Energy Florida LLC and is at the point of starting construction.

Taylor County had requested for Duke Energy to execute a Release and Hold Harmless letter for two of its properties where the County is seeking to widen and resurface Ellison Road.

Duke Energy has not executed a Release and Hold Harmless Agreements because it is not willing to agree to such terms. Duke Energy is willing to authorize Taylor County to perform work related to its proposed Ellison Road project, so long as there is a License Agreement in place between the parties.

Options: N/A

Attachments:
Agreement
Letter from Conrad Bishop
Email Correspondence with Duke Energy Florida LLC

TAYLOR COUNTY ROAD PAVING PROJECT
LICENSE AGREEMENT

PARCEL NO(s).: 07449-000 and 07555-000

The undersigned owner of real property located in Taylor County, Florida (Parcel Nos. 07449-000 and 07555-000), Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy ("Duke Energy"), hereby agrees, grants and conveys to Taylor County Florida, a political subdivision of the State of Florida (the "County"), this license to construct a paved roadway for its ***Ellison Road Widening/Resurfacing Project***, which authorizes Taylor County, its agents, employees and representatives, to enter the subject property within the immediate adjacent area of the proposed roadway, associated drainage features and clear zone, and perform the necessary construction and restoration work which will occur as the result of grading operations and removal of existing fencing, trees or vegetation. The License Area shall be defined as and limited to the ten (10') easternmost feet of the Duke Energy properties located along and adjacent to the western boundary of Ellison Road. It is expressly agreed by the parties that the privileges granted herein create no perpetual rights but only determinable privileges depending solely on the conditions herein and at no time shall this License Agreement by construed as a License coupled with an interest.

The County shall use due diligence in the performance of all operations to minimize disturbance and avoid damages to Duke Energy's property and improvements, including the existing overhead distribution lines, poles, and communications tower. The County and Duke Energy further agree and covenants not to sue against the other for any property damage that might occur from the County's proposed project, as long as the County repairs and remediates any such damages to the Duke Energy properties or existing improvements to as close as practicable to their original condition, at the County's sole cost and expense.

Such above-named structures and existing Duke Energy improvements which are located outside of the County's dedicated or prescriptive easement or right-of-way shall be safeguarded and protected or moved and relocated by the County as necessary to avoid damage to Duke Energy's improvements and avoid interference with the County's project. Items to be removed, such as trees or landscaping will be discarded and lawfully disposed by the County at its sole cost and expense. If during the course of relocation, items such as fences or any other permanent improvement within the Duke Energy properties are damaged or destroyed, they will be replaced with like items to an equal or better condition than that existed prior to relocation at no expense to Duke Energy. The County shall utilize reasonable practices at all times as necessary to safeguard and protect the existing overhead distribution lines, poles, and communications tower located within Duke Energy's properties.

The below signed property owner Duke Energy affirmatively acknowledges and agrees that roadway improvement projects in the County, generally benefit citizens throughout Taylor County and supports the health and safety of citizens residing along said roads. The below signed property owner in consideration of this License Agreement requests Taylor County, its agents, assigns and employees to take any steps and/or action as is necessary to complete the scope of the above named project and to continue maintenance of such project until it is determined to no longer offer any public benefit, at which time this license shall automatically terminate.

DATED this _____ day of _____, 2020.

OWNER(s): Duke Energy Florida LLC, a Florida limited liability company d/b/a Duke Energy
299 1st Ave N
St. Petersburg, FL 33701

_____	_____	_____
OWNER(S) SIGNATURE	TITLE	WITNESS SIGNATURE

TAYLOR COUNTY:

Lawanda Pemberton

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Marsha A. Durden

WITNESS SIGNATURE

TAYLOR COUNTY ROAD PAVING PROJECT
RELEASE AND HOLD HARMLESS AGREEMENT

PARCEL NO.: 07449-000

The undersigned owner of real property located in Taylor County, Florida (Parcel No. **07449-000**) agrees for and in consideration of Taylor County, Florida, a political subdivision of the State of Florida, constructing a paved roadway on ***Ellison Road Widening/Resurfacing Project*** does hereby agree, covenant and promise for the undersigned and his and her heirs, legal representatives and assigns to hold Taylor County harmless and releases Taylor County, its agents, employees, attorneys, assigns and representatives forever for any damages to property within the immediate adjacent area of the proposed roadway, associated drainage features and clear zone which will occur as the result of grading operations and removal of the following, but not limited to: above and below ground improvements or utilities, fencing, trees or structures. The County shall use due diligence in the performance of all operations to minimize disturbance to the landowners property. The County and **Duke Energy Florida LLC** further agree and covenants not to sue or claim damages against the other for any property damage that might occur from the County's use of the necessary equipment.

If there are manmade structures such as fences, landscape planting, etc., located in a dedicated or prescriptive County right-of-way that require removal, the said structures, such as fence, landscape planting, etc., shall be relocated by the undersigned property owner at no expense to Taylor County so as not to interfere with the improvement project schedule and operations. Unless the parties otherwise agree, such above-named structures located outside a dedicated or prescriptive easement or right-of-way shall be moved or relocated by Taylor County to avoid interference with the improvement project. Items to be removed will be discarded and lawfully disposed. If during the course of relocation, items such as signs, fences, and similar items are damaged or destroyed, they will be replaced with like items to an equal or better condition than that existed prior to relocation at no expense to the undersigned.

The below signed property owner affirmatively acknowledges and agrees that roadway improvement projects in the County, generally benefit citizens throughout Taylor County and supports the health and safety of citizens residing along said roads. The below signed property owner in consideration of this Release and Hold Harmless Agreement requests Taylor County, its agents, assigns and employees to take any steps and/or action as is necessary to complete the scope of the above named project and to continue maintenance of such project until it is determined to no longer offer any public benefit.

DATED this _____ day of _____, 2018.

OWNER (s): **Duke Energy Florida LLC**
299 1st Ave N
St. Petersburg, FL 33701

_____ _____
OWNER(S) SIGNATURE WITNESS SIGNATURE

TAYLOR COUNTY:

_____ _____
TED LAKEY, COUNTY ADMINISTRATOR WITNESS SIGNATURE

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

June 19, 2020

VIA E-MAIL

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

Re: Ellison Road Widening

Dear Lawanda:

I called you on June 19, 2020, with regard to Duke's proposed License Agreement on Ellison Road, didn't get you.

Kenneth and I spoke and we agreed that we should go ahead and sign the License Agreement so the road widening can be completed. Kenneth said he had Hold Harmless Agreements signed by the other property owners.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)
Mr. Kenneth Dudley (via e-mail)

Marsha Durden

From: LaWanda Pemberton
Sent: Monday, June 22, 2020 8:37 AM
To: Marsha Durden; Agenda
Subject: FW: Ellison Road Utility Notification (Taylor County)
Attachments: 10.8.2018_ROW Issue Letter_Duke Energy.pdf; Duke Energy-Taylor County License Agreement for Ellison Road Paving Project.docx

For next meeting agenda, please.

From: Manny Vilaret [mailto:manny.vilaret@cohlaw.com]
Sent: Thursday, June 18, 2020 12:28 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: RE: Ellison Road Utility Notification (Taylor County)

LaWanda,

I had recently been provided your contact information on behalf of Taylor County from Danny Collins of Duke Energy Florida, LLC ("Duke Energy"). My firm represents Duke Energy, and previously Duke Energy had received the attached Letter dated October 8 2018, where Taylor County had requested for Duke Energy to execute a Release and Hold Harmless letter for two of its properties where the County is seeking to widen and resurface Ellison Road.

The October 8, 2018 letter is provided for information purposes only, as Duke Energy has not executed the included Agreements because it is not willing to agree to such terms. With that being said, Duke Energy is willing to authorize Taylor County to perform work related to its proposed Ellison Road project, so long as there is a License Agreement in place between the parties that sufficiently protects Duke Energy from third party use of its private property that is substantively similar to the attached form.

I wanted to provide this draft License Agreement right away for County review and approval. Please formal the attached draft License Agreement for review and approval by the County. If the County has any questions, comments or proposed revisions, please advise at your earliest convenience. I do ask if that if the County makes any revisions, that it utilize track changes and visible redlines to help aid in Duke Energy's review of the same.

Additionally if you need anything else at all regarding this matter, please feel free to contact the office at any time. Otherwise thank you for your help in this matter, take care and have a great day.

Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle Suite C
Saint Petersburg FL, 33716
(727) 573-1219

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MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
ENGINEERING DIVISION

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 - Phone
(850) 838-3549 - Fax

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, ext. 106 - Phone
(850) 838-3501 - Fax

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

October 8, 2018

Duke Energy Center
550 S Tryon St, tax Dept - DEC41B
Charlotte, NC 28202

RE: North Ellison Rd Widening/Resurfacing Project
Right-Of-Way Review - Parcel No: 07555-000

Dear Sir or Madam,

We are requesting that you review, sign and return the enclosed Release and Hold Harmless Agreement associated with the North Ellison Rd Widening and Resurfacing project. Due to Prescriptive and limited Right-of-Way width along this roadway, the outer portions of our proposed project's Limits of Disturbance extend beyond our current maintenance corridor in several areas. These encroachments range from a few inches to a few feet in some instances. Attached to the Release Agreement, you will find an overall depiction of the affected areas. If required, additional detail is available for review and discussion at our offices at your convenience.

Under the terms of the Release Agreement, Taylor County is asking for your permission to proceed with the project without any permanent change to the ROW location. In other words, we would like to complete the project as designed with its minor encroachments outside of the ROW while continuing to recognize that the property outside of the Deeded or Prescriptive ROW remains private property.

When encountered, any fencing and or structures to the extent affected will be temporarily removed by the Construction Contractor and then replaced on your property along the Deeded or Prescriptive ROW after construction is complete. If damaged, any private property features originally outside the ROW that require moving for the construction project that are subsequently damaged, will be replaced by the Contractor to a condition that is comparable or better than it was before the movement.

Thank you for your consideration. Once we have all of the ROW Release Agreements returned, we plan to put the project out for bid and then proceed with construction providing yet another smoother and safer roadway. Please contact our office at 850-838-3500 ext. 4 or by email at county.engineer@taylorcountygov.com if you have any questions or concern pertaining to this matter.

Respectfully,

Kenneth Dudley
County Engineer

CC: File

TAYLOR COUNTY ROAD PAVING PROJECT
RELEASE AND HOLD HARMLESS AGREEMENT

PARCEL NO.: 07555-000

The undersigned owner of real property located in Taylor County, Florida (Parcel No. **07555-000**) agrees for and in consideration of Taylor County, Florida, a political subdivision of the State of Florida, constructing a paved roadway on ***Ellison Road Widening/Resurfacing Project*** does hereby agree, covenant and promise for the undersigned and his and her heirs, legal representatives and assigns to hold Taylor County harmless and releases Taylor County, its agents, employees, attorneys, assigns and representatives forever for any damages to property within the immediate adjacent area of the proposed roadway, associated drainage features and clear zone which will occur as the result of grading operations and removal of the following, but not limited to: above and below ground improvements or utilities, fencing, trees or structures. The County shall use due diligence in the performance of all operations to minimize disturbance to the landowners property. The County and **Duke Energy Center** further agree and covenants not to sue or claim damages against the other for any property damage that might occur from the County's use of the necessary equipment.

If there are manmade structures such as fences, landscape planting, etc., located in a dedicated or prescriptive County right-of-way that require removal, the said structures, such as fence, landscape planting, etc., shall be relocated by the undersigned property owner at no expense to Taylor County so as not to interfere with the improvement project schedule and operations. Unless the parties otherwise agree, such above-named structures located outside a dedicated or prescriptive easement or right-of-way shall be moved or relocated by Taylor County to avoid interference with the improvement project. Items to be removed will be discarded and lawfully disposed. If during the course of relocation, items such as signs, fences, and similar items are damaged or destroyed, they will be replaced with like items to an equal or better condition than that existed prior to relocation at no expense to the undersigned.

The below signed property owner affirmatively acknowledges and agrees that roadway improvement projects in the County, generally benefit citizens throughout Taylor County and supports the health and safety of citizens residing along said roads. The below signed property owner in consideration of this Release and Hold Harmless Agreement requests Taylor County, its agents, assigns and employees to take any steps and/or action as is necessary to complete the scope of the above named project and to continue maintenance of such project until it is determined to no longer offer any public benefit.

DATED this _____ day of _____, 2018.

OWNER (s): **Duke Energy Center**
550 S Tryon St, tax Dept - DEC41B
Charlotte, NC 28202

_____ _____
OWNER(S) SIGNATURE WITNESS SIGNATURE

TAYLOR COUNTY:

_____ _____
TED LAKEY, COUNTY ADMINISTRATOR WITNESS SIGNATURE

MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
ENGINEERING DIVISION

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 - Phone
(850) 838-3549 - Fax

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, ext. 106 - Phone
(850) 838-3501 - Fax

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

October 8, 2018

Duke Energy Florida LLC
299 1st Ave N
St. Petersburg, FL 33701

RE: North Ellison Rd Widening/Resurfacing Project
Right-Of-Way Review - Parcel No: 07449-000

Dear Sir or Madam,

We are requesting that you review, sign and return the enclosed Release and Hold Harmless Agreement associated with the North Ellison Rd Widening and Resurfacing project. Due to Prescriptive and limited Right-of-Way width along this roadway, the outer portions of our proposed project's Limits of Disturbance extend beyond our current maintenance corridor in several areas. These encroachments range from a few inches to a few feet in some instances. Attached to the Release Agreement, you will find an overall depiction of the affected areas. If required, additional detail is available for review and discussion at our offices at your convenience.

Under the terms of the Release Agreement, Taylor County is asking for your permission to proceed with the project without any permanent change to the ROW location. In other words, we would like to complete the project as designed with its minor encroachments outside of the ROW while continuing to recognize that the property outside of the Deeded or Prescriptive ROW remains private property.

When encountered, any fencing and or structures to the extent affected will be temporarily removed by the Construction Contractor and then replaced on your property along the Deeded or Prescriptive ROW after construction is complete. If damaged, any private property features originally outside the ROW that require moving for the construction project that are subsequently damaged, will be replaced by the Contractor to a condition that is comparable or better than it was before the movement.

Thank you for your consideration. Once we have all of the ROW Release Agreements returned, we plan to put the project out for bid and then proceed with construction providing yet another smoother and safer roadway. Please contact our office at 850-838-3500 ext. 4 or by email at county.engineer@taylorcountygov.com if you have any questions or concern pertaining to this matter.

Respectfully,

Kenneth Dudley
County Engineer

CC: File

TAYLOR COUNTY ROAD PAVING PROJECT
LICENSE AGREEMENT

PARCEL NO(s).: 07449-000 and 07555-000

The undersigned owner of real property located in Taylor County, Florida (Parcel Nos. 07449-000 and 07555-000), Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy ("Duke Energy"), hereby agrees, grants and conveys to Taylor County Florida, a political subdivision of the State of Florida (the "County"), this license to construct a paved roadway for its ***Ellison Road Widening/Resurfacing Project***, which authorizes Taylor County, its agents, employees and representatives, to enter the subject property within the immediate adjacent area of the proposed roadway, associated drainage features and clear zone, and perform the necessary construction and restoration work which will occur as the result of grading operations and removal of existing fencing, trees or vegetation. The License Area shall be defined as and limited to the ten (10') easternmost feet of the Duke Energy properties located along and adjacent to the western boundary of Ellison Road. It is expressly agreed by the parties that the privileges granted herein create no perpetual rights but only determinable privileges depending solely on the conditions herein and at no time shall this License Agreement by construed as a License coupled with an interest.

The County shall use due diligence in the performance of all operations to minimize disturbance and avoid damages to Duke Energy's property and improvements, including the existing overhead distribution lines, poles, and communications tower. The County and Duke Energy further agree and covenants not to sue against the other for any property damage that might occur from the County's proposed project, as long as the County repairs and remediates any such damages to the Duke Energy properties or existing improvements to as close as practicable to their original condition, at the County's sole cost and expense.

Such above-named structures and existing Duke Energy improvements which are located outside of the County's dedicated or prescriptive easement or right-of-way shall be safeguarded and protected or moved and relocated by the County as necessary to avoid damage to Duke Energy's improvements and avoid interference with the County's project. Items to be removed, such as trees or landscaping will be discarded and lawfully disposed by the County at its sole cost and expense. If during the course of relocation, items such as fences or any other permanent improvement within the Duke Energy properties are damaged or destroyed, they will be replaced with like items to an equal or better condition than that existed prior to relocation at no expense to Duke Energy. The County shall utilize reasonable practices at all times as necessary to safeguard and protect the existing overhead distribution lines, poles, and communications tower located within Duke Energy's properties.

The below signed property owner Duke Energy affirmatively acknowledges and agrees that roadway improvement projects in the County, generally benefit citizens throughout Taylor County and supports the health and safety of citizens residing along said roads. The below signed property owner in consideration of this License Agreement requests Taylor County, its agents, assigns and employees to take any steps and/or action as is necessary to complete the scope of the above named project and to continue maintenance of such project until it is determined to no longer offer any public benefit, at which time this license shall automatically terminate.

DATED this _____ day of _____, 2020.

OWNER(s): Duke Energy Florida LLC, a Florida limited liability company d/b/a Duke Energy
299 1st Ave N
St. Petersburg, FL 33701

_____	_____	_____
OWNER(S) SIGNATURE	TITLE	WITNESS SIGNATURE

TAYLOR COUNTY:

_____	_____
TED LAKEY, COUNTY ADMINISTRATOR	WITNESS SIGNATURE

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Approval and acceptance of RESTORE Act Direct Component Grant Program Application Award Agreement in the amount of $148,500 for the planning and design of the Keaton Beach and Steinhatchee Boat Ramp Dredging projects. The U.S. Department of Treasury approved the grant application on Friday, June 12, 2020 and issued an Award Agreement June 18, 2020.**
MEETING DATE REQUESTED:	Monday, July 6, 2020

Statement of Issue: Request for Approval of RESTORE Act Program Grant Award

Recommended Action: Approval and acceptance of Grant Award Agreement

Fiscal Impact: $148,500.00
Budgeted Expense: None

Submitted By: Heather Pullen, Grant Administrator Langton Associates, Inc.
Contact: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County's first RESTORE Act Direct Component Grant Program Application for Planning and Design of the Keaton Beach and Steinhatchee Boat Ramp Dredging projects was approved and awarded by the U.S. Department of Treasury on June 18, 2020. Chairperson Feagle must accept the Grant Award in Grantsolutions.gov to begin implementing the planning phase of these two projects.

Options: N/A
Attachments: Grant Award Agreement – June 18, 2020

1. DATE ISSUED *MM/DD/YYYY* 06/18/2020	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. 1 RDCGR230118-01-00 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN RDCGR230118	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* From 07/01/2020	*MM/DD/YYYY* **Through** 06/30/2021
7. BUDGET PERIOD *MM/DD/YYYY* From 07/01/2020	*MM/DD/YYYY* **Through** 06/30/2021

8. TITLE OF PROJECT (OR PROGRAM)
Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
Taylor, County Of
201 E Green St
Perry, FL 32347-2737

9b. GRANTEE PROJECT DIRECTOR
Melody Cox
201 E. Green St.
Perry, FL 32348-0620
Phone: 850-838-3553

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Pam Feagle
201 E Green St
Perry, FL 32347-2737
Phone: 850-838-3500

10b. FEDERAL PROJECT OFFICER
Andrew Clark
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-1917

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation [II]

a.	Salaries and Wages	0.00
b.	Fringe Benefits	0.00
c.	Total Personnel Costs	0.00
d.	Equipment	0.00
e.	Supplies	0.00
f.	Travel	0.00
g.	Construction	135,000.00
h.	Other	0.00
i.	Contractual	13,500.00
j.	TOTAL DIRECT COSTS →	148,500.00
k.	INDIRECT COSTS	0.00
l.	**TOTAL APPROVED BUDGET**	148,500.00
m.	Federal Share	148,500.00
n.	Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	148,500.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	148,500.00
13. Total Federal Funds Awarded to Date for Project Period	148,500.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

[b]

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 410006	18a. VENDOR CODE 1137012	18b. EIN 596000879	19. DUNS 065887796	20. CONG. DIST. 02
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. Direct	b. RDCGR230118	c. RDC	d. $148,500.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

RESTORE Act - SPECIAL AWARD CONDITIONS

1. Special Condition 1: An ASAP Maximum Draw Limit of $1.00 is in place for this award. Prior to Treasury's increase of the maximum draw limit, Taylor County must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it procured the grant writing and grants administration and architectural/engineering (A/E) service contracts in accordance with the procurement standards set forth in 2 C.F.R. Part 200.

   Special Condition 2 : Within 90 days of acceptance of this award, Taylor County must submit to Treasury evidence, satisfactory to Treasury, that Taylor County maintains written policies and procedures for meeting the requirements of 2 C.F.R. §§ 200.403-200.405, 200.412, 200.307, and 200.416 including: documenting the processes for determining whether a cost is allowable, reasonable, and allocable; for determining whether a cost is direct or indirect; for tracking and reporting direct/indirect costs; for identifying, reporting and using earned program income; and for charging administrative costs to each grant.

   Special Condition 3: Within 90 days of acceptance of this award, Taylor County must submit to Treasury evidence, satisfactory to Treasury, that Taylor County maintains written policies and procedures for reconciling the SF-425 to supporting financial data, and for performing management review of the SF-425 report prior to submittal to the Federal awarding agency.

   Special Condition 4: Within 90 days of the start of the project period, Taylor County must submit to Treasury evidence, satisfactory to Treasury, that it maintains written procurement procedures addressing the procurement standards in 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326, and Appendix II to 2 C.F.R. Part 200.

   Special Condition 5: Within 90 days of the project period start date of this award, Taylor County must submit to Treasury evidence, satisfactory to Treasury, that Taylor County maintains written policies and procedures for safeguarding personally identifiable information (PII) as described in 2 C.F.R. § 200.82 and required by 2 C.F.R. § 200.303(e).

RESTORE Act - FUNDING AUTHORIZATION

1. **Available Funds Confirmation**

Total Amount of Federal Funds Awarded to Date for Project Period *Line 13 of NoA/Amendment*	**Amount of Funding Restrictions**	**Amount of Financial Assistance This Action** *Line 12d of NoA/Amendment*	**Amount Authorized for ASAP Account this Action**	**Notes**
$148,500.00	$0.00	$148,500.00	$148,500.00	Initial Authorization. Maximum Draw Limit of $1.00.

Standard and Program Specific Terms and Conditions

1. See attached

AWARD ATTACHMENTS

County of Taylor 1 RDCGR230118-01-00

1. Approved Scope of Work
2. Standard and Program Specific Terms and Conditions - December 2018

APPROVED SCOPE OF WORK

The Approved Scope of Work includes all information provided with the grant application. The attached documents, taken from the grant application, provide a summary of the scope of work approved with this grant award.

Approved Scope of Work:

The economies of the coastal communities of Steinhatchee and Keaton Beach are dependent on access to the Gulf of Mexico via their canal systems for the commercial fishing industry, recreational fishing and boating, and the tourism trade. The project (Phase I) will plan for the improvement of the overall conditions of the Keaton Beach Canal system and the Steinhatchee Boat Ramp Basin and Channel Canal for water flow, and public accessibility for commercial and recreational fishing boats. The project will design and permit the dredging of these two major coastal access points in Taylor County for public use. Phase II (not included in this planning assistance project) will complete the dredging of the Keaton Beach Canal system and the Steinhatchee Boat Ramp Basin and Channel Canal.

The scope of work in the application proposed a one-year performance period for the project.

Milestones:

	Milestones	Estimated Completion Timeframe (award + # of months)
1.	Bid Soliciting (Completed)	1
2.	Design and Permitting (Completed)	6
3.	Surveying (Completed)	9

Performance Measures:

	Measures	Baseline	Target
1.	Development of Design plans ready for Construction to begin Phase 2	0	1

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. **Administrative Costs**

   a. Administrative costs are defined at 31 C.F.R. § 34.2.

   b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

   c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. **Oil Spill Liability Trust Fund**

   The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

   a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

   b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. **Allowable Costs**

   In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

   a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

   b. Acquisition of land or interests in land.

2. **Notifications**

   a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

      i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

      ii. The DUNS Number of the entity;

      iii. Location of the entity;

      iv. Discipline or disciplines assigned to the Center of Excellence;

      v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

      vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

   b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. **Performance Reports**

   In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. **Cost Sharing and Budget Limitations**

   a. The recipient is not required to contribute any matching funds.

   b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. **Program Income**

   Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

   The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. **Tax Refunds**

   Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

    i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

    ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

    iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

    iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

            4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. <u>Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)</u>

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at Direct Component OSA or Centers of Excellence OSA.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

   The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:

    a. The recipient receives less than $120,000 in federal awards per year;

    b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. **Closeout**

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

   i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

   ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

   iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

   a. Impose additional Special Award Conditions such as:

      i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

      ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

      iii. Requiring additional activity, project, or program monitoring,

      iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

      v. Establishing additional actions that require prior approval;

   b. Temporarily withhold payments pending correction of the noncompliance;

   c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

   d. Wholly or partly suspend or terminate this Award;

   e. Withhold additional Awards; and/or

   f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement

agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

   a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

   b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

   c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. **Disclosure of Lobbying Activities**

   a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

   b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

   c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

   i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

   ii. A change in the persons(s) influencing or attempting to influence; and/or

   iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards.*
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
    a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
    b. Documentation to support an exemption for the project;
    c. Documentation to support deferral for an exemption or IRB review; or
    d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

   e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

   The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

   The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

   Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

   Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

   i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

   ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

      A. Associated with performance under this Award; or

      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

   2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

      i. Associated with performance under this Award; or

      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient.*

   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

      ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

   3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

   1. "Employee" means either:

      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

   ii. Includes:

      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

      B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

   a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

   b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http://www.USASpending.gov.

   c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

   d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

      i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. **Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. **Title**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. **Permitting Requirements**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. **Federal Interest in Real Property**

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. **Estimated Useful Life**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. **Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**
The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO APPROVE THE REMOVAL OF COUNTY INVENTORY ASSETS, AS AGENDED BY THERESA COPELAND.
MEETING DATE REQUESTED:	7/6/2020

Statement of Issue: THE BOARD TO APPROVE REMOVAL OF COUNTY ASSETS

Recommended Action: APPROVE

Fiscal Impact: SEE ATTACHED

Budgeted Expense: NONE

Submitted By: Theresa A. Copeland

Contact: THERESA A. COPELAND, IT DIRECTOR
850-838-3500 x 2

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: HANDMADE BOOKSHELFS THAT ARE NO LONGER WANTED BY THE COUNTY JUDGE WITHIN HIS CHAMBERS

Options: APPROVE

Attachments: SEE ATTACHMENT

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

Clerk Asset Number: _____ Board Asset Number: 0892

TO: BOARD OF COUNTY COMMISSIONERS
FROM: County Judge (Department Name) DEPT _____ (Number) DATE: 5/18/2020

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Bookshelf w/ Cabinets	County Judge Chambers	N/A
Model	**Year**	**Serial Number**
N/A	N/A	N/A

Other Description:
Hand made.

Purchased with Grant: Yes/No? ☐ Yes ☒ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: Surplus

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation for Disposal: (required) no longer needed by judge

Location: (required) _____

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date

W. Blue
Department Head

_____
Chairman Signature

_____
County Administrator Approval

_____
Date Removed From Asset Records

_____
Fixed Assets Manager

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider accepting T hangar lease at Perry Foley Airport
Meeting Date:	July 6, 2020

Statement of Issue: This is a new lease for airport T hangar number 7 by Tom Geohagen

Recommendation: Approve the contract

Fiscal Impact: $ 160.00 income monthly **Budgeted Expense**: Yes [ ] No [ ] N/A [x]

Submitted By: Ward Ketring – Airport Director

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This a lease for T hangar 7 at the airport

Attachments:

1. T Hangar lease agreement
2.

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 3 day of June 2020 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Patrick Tom Geohagan ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

   Lessor hereby leases to Lessee Hangar# 7 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

   Make/Model/Color: _____

   Registration No._____(the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

   The term of this agreement shall commence on the 3 day of June, 2020 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of $160.00 lease and $11.20 tax for a total of $171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,

b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.

c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

a. Storage: The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.

b. Building Maintenance and Repair: The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.

c. Use of Hangar: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance,** as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfound"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

Copies of the regulations outlined in Section 5 Obligations of the Lessee can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

a. Bodily Injury - $50,000 and

b. Property Damage - $500,000 per accident.

c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. Use of Airport Facilities:

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. Maintenance of Airport Facilities:

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. Airspace and Approaches: Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

   PERRY – FOLEY AIRPORT

   401 INDUSTRIAL PARK DR.

   PERRY, FL. 32348

   ATTN: MELODY COX

2. If to Lessee, address to:

   Patrick Tom Gallagan
   1015 N Jefferson St
   Perry, FL 32347

   Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: Taylor County Board of County Commissioners, Florida

By:_____

Title: Airport Director or Airport Manager

Lessee: _____

By:_____

Title: _____

By:_____
Attested by: Annie Mae Murphy- Clerk of Court

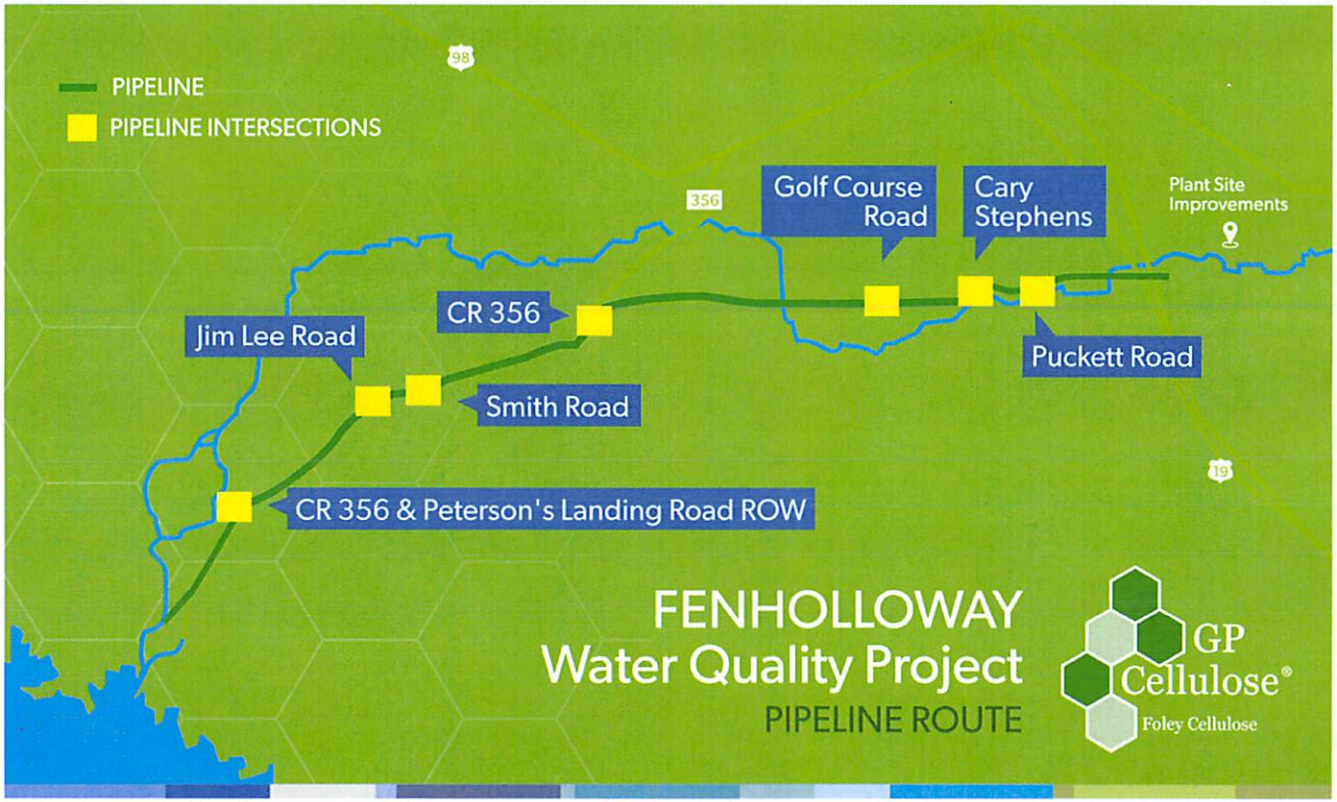
By:_____
County Administrator or
Chairman of the Board of Commissioners

Pipeline Project Activity:

Status :

- Outfall pipe and Diffuser (100%)
- Pump Station (100%)
- Under Ground Crossings (100%)
- Pipeline Installed 80,510 ft (99%)
- Pipeline Cleaned (91%)
- Pipeline Pressure Tested (50%)
- Surface Restoration (25%)
- Road Restorations (25%)
- Initial Testing: Late August
- Full Operation : September

We are requesting keeping Petersons Landing road closed through September 30, 2020 to complete all work.



GP Cellulose® growing smarter™

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Pipeline In Service – September 2020
Goal: Support Recreational Water Quality Standards in the Fenholloway

GP Cellulose® growing smarter™

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MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 17, 2020

Honorable Pam Feagle, Chairperson
Taylor County Board of County Commission
Perry, Fl 32347

Dear Mrs. Feagle,

Attached please find the Annual End of Year Recapitulation of Error & Insolvencies for all Ad Valorem & Non Ad Valorem Rolls in our county for 2019.

If there are any questions please do not hesitate to contact me.

Respectfully yours,

Mark Wiggins
Taylor County Tax Collector

MW/ke

INSTRUCTIONS

To Tax Collectors:

1. Use this for the last sheet on your report of discounts, errors, double assessments, and insolvencies.
2. Do not list any item without showing the reason or code in the right-hand column.
3. As much as possible, group together all items coming under one heading. For instance, place all errors under one heading, all double assessments under another, exemptions under another, etc.
4. For exemptions, specify whether widow, veteran, homestead, disability, etc.

Tax Collector Recapitulation

I, Mark Wiggins, Tax Collector of Taylor County, Florida, certify this is a report of all discounts, errors, double assessments, and insolvencies on the assessment roll for 2018; that all errors and double assessments have been plainly indicated on the assessment roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the assessment roll, have been allowed by me without proof that each claim was legal; that each item marked insolvent is, in fact, insolvent and, although diligent search has been made by me I have been unable to find any property to levy on to enforce the payment of the tax; and that I have not collected any of the items shown on this list.

I am entitled to credit against the 2019 Assessment Roll in the following amounts:

	Property Appraiser		Tax Collector
Errors	43,576.	Federal bankruptcies	0
Insolvencies	0	Other: (specify) Non Ad Valorem	0
Double assessments	0	Errors & Exemptions	12,973.
Discounts	783,258.	Discounts	27,771.
		TOTAL	867,578.

Signature, Tax Collector | Taylor — County | 6-17-2020 — Date

County Commission Recapitulation

We, the members of the Board of County Commissioners of Taylor County, Florida, certify that we have examined and compared each item of this report. The tax collector has stricken from this report and made a separate list of items which in our judgment should be collected by the tax collector. To the best of our knowledge, this list is correct, just and legal.

Hon. Mark Wiggins, Tax Collector, is entitled to credit on account the amounts below.

	Property Appraiser		Tax Collector
Errors	43,576.	Federal bankruptcies	0
Insolvencies	0	Others: (specify) Non Ad Valorem	0
Double assessments	0	Errors & Exemptions	12,773.
Discounts	783,258.	Discounts	27,771.
		TOTAL	867,578.

Attest:

Signature, chairman — Date

Clerk

Member

Member

Member

Member

TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.
2019 TAX YEAR

EVERY SPACE MUST BE FILLED IN WHERE THERE ARE SPACES THAT ARE NOT APPLICABLE, WRITE "NONE".

	LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	CEDAR ISLAND EAST (9)	SCALLOP BAY (10)	GULF COAST ESTATE (11)	TOTAL NON AD VALOREM TAXES (12)
DEBITS:												
1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	1080155.00	4,970.00	6510	1505	5550	990	27,409.00	1679		2506	4,490.00	1135764.00
2. Plus Additions to the Roll	513	-	-	-		-		-	-	-	-	513
3. Less Subtractions from the Roll including Rounding Error		-	-	-	-	-	-	-	-	-	-	-
4. Penalties Collected on Current Roll	3,883	16	10	14	16	-	100	10	-	9		4,058
5. Total Taxes Levied on 20 __ Tax Roll	1,084,551	4,986	6,520	1,519	5,566	990	27,509	1,689	-	2,515	4,490	1,140,335
CREDITS:	-											
Prior Year Corrections												
6. Total Monies Collected (including Individual Tax Sale Certificates)	1,030,353	4,855	6,335	1,497	5,408	954	26,812	1,642		2,452	4,342	1,084,650
7. Discounts Allowed	26,284	131	185	22	158	36	697	47		63	148	27,771
8. Total Cash Credits on Collections (6 + 7)	1,056,637	4,986	6,520	1,519	5,566	990	27,509	1,689	-	2,515	4,490	1,112,421
9. Warrants Pending	-	-	-	-	-	-	-	-	-	-	-	-
10. County Tax Sale Certificates	14,882	-		-		-	-	-	-	-	-	14,882
11. Errors and insolvencies	12,973	-		-	-	-	-	-	-	-	-	12,973
12. Uncollected Taxes Due to Pending Litigation	-	-	-	-	-	-		-	-	-	-	-
13. Penalties and Interest on Warrants	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
14. Over (-) or Under (+) Collected	(59)		-					-	-	-	-	(59)
15. Total Credits (Lines 5 and 15 Should Balance)	1,084,551	4,986	6,520	1,519	5,566	990	27,509	1,689	-	2,515	4,490	1,140,335

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/17/2020 Signature: _____ Tax Collector

INPUT

_____ DATE

Amended

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SUBJECT/TITLE:	THE BOARD TO CONSIDER EXTENSION OF DEBRIS CONTRACT WITH CROWDER GULF.
Meeting Date:	JULY 6, 2020

Statement of Issue: THE BOARD TO CONSIDER EXTENSION OF DEBRIS CONTRACT WITH CROWDER GULF FOR A TWO YEAR PERIOD. THE ORIGINAL CONTRACT WAS EXECUTED ON AUGUST 15, 2017.

Recommendation: **APPROVE**

Fiscal Impact: $ N/A **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FUNCTION OF THE COUNTY DEBRIS AGREEMENT IS TO REMOVE DEBRIS FROM PUBLIC RIGHT OF WAY, DRAINAGE AREAS, WATERWAYS, AND OTHER AREAS DESIGNATED AS ELIGIBLE BY THE COUNTY.

Options:
1. APPROVE
2. NOT APPROVE

Attachments:
1. CROWDER GULF EXTENSION CONTRACT FOR TWO YEARS.
2. ORIGINAL CROWDER GULF CONTRACT EXECUTED 8-15-17.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 16, 2020

Ms. Kristy Anderson
Emergency Management Director
Taylor County
591 East US Highway 27
Perry, FL 32347

via email: Kristy.anderson@taylorsheriff.org

Re: Contract Renewal for Disaster Debris Management

Dear Ms. Anderson:

CrowderGulf has been providing Taylor County Disaster Debris Management per the agreement that became effective on July 17, 2017. The term of the Contract shall be for three (3) years with the option to renew for two (2) additional years.

Per the Contract, page 5, section 3.7, the Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services. At this time CrowderGulf is requesting a price adjustment.

If Taylor County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, the contract will continue with the updated pricing sheet (attached) until its new expiration date of July 17, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event Taylor County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

John Ramsay
President

RENEWAL ACCEPTANCE – Taylor County, FL

_____
Signature

_____
Name/Title

_____
Date

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	$ 7.40 /cy
		16.0-30.9 miles	$ 7.90 /cy
		31-60 miles	$ 8.50 /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	$ 1.00 /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	$ 2.70 /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	$ 1.90 /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	$ 1.20 /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	$ 2.75 /cy
		16.0-30.9 miles	$ 3.75 /cy
		31-60 miles	$ 5.95 /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	$ 3.25 /cy
		16.0-30.9 miles	$ 4.25 /cy
		31-60 miles	$ 6.25 /cy

'8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles $ 7.40 /cy 16.0-30.9 miles $ 7.90 /cy 31-60 miles $ 8.50 /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	$ 2.50 /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles $ 3.25 /cy 16.0-30.9 miles $ 4.25 /cy 31-60 miles $ 6.25 /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles $ 7.85 /cy 16.0-30.9 miles $ 8.85 /cy 31-60 miles $ 9.60 /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	$ 70.00 /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	$ 30.00 /tree $ 100.00 /tree $ 150.00 /tree $ 200.00 /tree $ 250.00 /tree

13	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	 $ 200.00 /stump $ 250.00 /stump $ 300.00 /stump
14	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	$ 50.00 /unit
15	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	$ 50.00 /unit
16	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	$ 12.00 /cy
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	$ 5.00 /lb.
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	$ 30.00 /each

19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	$ 7.00 /each
20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	$ 0.50 /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	$ 12.00 /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	$ 4.00 /per linear foot
	10.1 feet to 20 feet(average width)	$ 6.00 /per linear foot
	20.1 feet to 35 feet(average width)	$ 8.50 /per linear foot
	Greater than 35 feet(average width)	$ 10.50 /per linear foot

CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	$ 115.00
2.	JD 644 Wheel Loader with debris grapple	$ 125.00
3.	Extendaboom Forklift with debris grapple	$ 65.00
4.	753 Bobcat Skid Steer Loader with debris grapple	$ 85.00
5.	753 Bobcat Skid Steer Loader with bucket	$ 65.00
6.	753 Bobcat Skid Steer Loader with street sweeper	$ 85.00
7.	30-50 H Farm Tractor with box blade or rake	$ 45.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	$ 110.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	$ 120.00
10.	JD 648E Log Skidder or equivalent	$ 75.00
11.	CAT D4 Dozer	$ 60.00
12.	CAT D5 Dozer	$ 75.00
13.	CAT D6 Dozer	$ 90.00
14.	CAT D7 Dozer	$ 110.00
15.	CAT D8 Dozer	$ 125.00
16.	CAT 125 – 140 HP Motor Grader	$ 90.00
17.	JD 690 Trackhoe with debris grapple	$ 100.00
18.	JD 690 Trackhoe with bucket and thumb	$ 100.00
19.	Rubber Tired Excavator with debris grapple	$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	$ 60.00
21.	210 Prentiss Knuckleboom with debris grapple	$ 90.00
22.	CAT 623 Self-Loader Scraper	$ 150.00
23.	Hand-Fed Debris Chipper	$ 35.00
24.	30 Ton Crane	$ 150.00
25.	50 Ton Crane	$ 170.00

26. 100 Ton Crane (8 hour minimum)	$ 250.00
27. 40 – 60' Bucket Truck	$ 90.00
28. Greater than 60' Bucket Truck	$ 120.00
29. Fuel/ Service Truck	$ 50.00
30. Water Truck	$ 60.00
31. Portable Light Plant	$ 14.00
32. Lowboy Trailer with Tractor	$ 110.00
33. Flatbed Truck	$ 40.00
34. Pick-up Truck (unmanned)	$ 14.00
35. Self-Loading Dump Truck with debris grapple	$ 125.00
36. Single Axel Dump Truck, 5 – 12 cu. yd.	$ 45.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	$ 60.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	$ 70.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	$ 85.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	$ 100.00
41. Chainsaw (without operator)	$ 4.00
42. Temporary Office Trailer	$ 15.00
43. Mobile Command and Communications Trailer	$ 50.00
44. Laborer, with small hand tools	$ 28.00
45. Skilled Sawman	$ 32.00
46. Crew Foreman with cell phone	$ 45.00
47. Tree Climber	$ 90.00
48. Fast Picker Barge	$ 190.00
49. Barge with push boat	$ 275.00
50. Management Boat	$ 50.00

All equipment rates include the cost of the operator, fuel, and maintenance.
All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.

B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.

C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.

E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

Contract for Disaster Debris Management Services

THIS CONTRACT is made this the 15th day of August v17, by and between **CrowderGulf Joint Venture, Inc.** (herein referred to as "**Contractor**") and **Taylor County** a political subdivision of the **State of Florida** (herein referred to as "**County**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of **The County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, **The County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of **The County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all ***eligible storm-generated debris (herein referred to as "debris")***, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:
The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:
The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the* County*)*:
The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the* County*)*:
The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:
The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:
The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **County**.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:
The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:
The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):
The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:
The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the ***County's*** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):
The Contractor agrees to keep the following insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

2.3.4 Worker's Compensation:
- Coverage per **County** requirements.

2.3.5 Automobile Liability:
- Coverage per **County** requirements.

2.3.6 Comprehensive General Liability:
- Coverage per **County** requirements.

2.3.7 Insurance Cancellation / Renewal:
The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:
The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:
When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:
The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within *(number of days will be determined once extent of damage has been determined)* working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:
The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):
In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:
The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

3.7 Contract Renewal:
This Contract may be renewed for an additional two (2) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:
This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:
The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:
The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:
The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:
The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):
The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):
All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:
Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:
The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways,* shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:
This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:
The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):
The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:
The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:
The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:
The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:
The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:
The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:
The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:
The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

5.10 Stumps:
All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:
The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:
The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:
All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:
The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:
The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:
The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:
A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:
Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

6.3 Additional Supporting Documentation:
The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:
Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:
The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 ***See enclosed RFP Exhibit B Price proposal.***

7.2 Billing Cycle:
The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:
The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:
The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

7.5 Unit Price/Service Negotiations:
Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:
The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

8.0 MISCELLANEOUS

8.1 Notice:
Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:
CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

County:
Taylor County Department of Emergency Management
Mr. Steve Spradley
591 US Highway 27 East
Perry, FL 32347
850-838-3575
Steve.Spradley@taylorcountygov.com

8.2 Applicable Law:
The laws of the **State of Florida** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Taylor County, Florida, and the Contract shall be interpreted by the laws of Florida. Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida.

8.3 Entire Contract/Amendments:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf Joint Venture, Inc.

By: _____
John Ramsay

Title: **President**

ATTEST:

_____
Wesley Naile

Taylor County, Florida

By: _____
Pam Feagle

Title: **BOARD CHAIRMAN**

ATTEST:

_____
Name: Gary Knowles DC.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY SEAL FLORIDA

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL

Date 06/01.17

Proposal of CrowderGulf Joint Venture, Inc.
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Taylor, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

TAYLOR COUNTY DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

_____

_____

_____

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles $ 6.80 /cy 16.0-30.9 miles $ 7.40 /cy 31-60 miles $ 8.00 /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	$ 0.95 /cy
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	$ 2.50 /cy
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	$ 1.90 /cy
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	$ 1.20 /cy
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles $ 2.50 /cy 16.0-30.9 miles $ 3.50 /cy 31-60 miles $ 5.50 /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles $ 3.00 /cy 16.0-30.9 miles $ 4.00 /cy 31-60 miles $ 6.00 /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles $ 6.80 /cy 16.0-30.9 miles $ 7.40 /cy 31-60 miles $ 8.00 /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	$ 2.50 /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles $ 3.00 /cy 16.0-30.9 miles $ 4.00 /cy 31-60 miles $ 6.00 /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles $ 7.25 /cy 16.0-30.9 miles $ 8.25 /cy 31-60 miles $ 9.00 /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	$ 70.00 /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	$ 30.00 /tree $ 100.00 /tree $ 150.00 /tree $ 200.00 /tree $ 250.00 /tree

13	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	 $ 200.00 /stump $ 250.00 /stump $ 300.00 /stump
14	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	$ 50.00 /unit
15	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	$ 50.00 /unit
16	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	$ 12.00 /cy
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	$ 5.00 /lb.
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	$ 30.00 /each

19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	$ 7.00 /each
20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	$ 0.50 /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	$ 12.00 /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	$ 3.00 /per linear foot
	10.1 feet to 20 feet(average width)	$ 5.00 /per linear foot
	20.1 feet to 35 feet(average width)	$ 7.00 /per linear foot
	Greater than 35 feet(average width)	$ 9.00 /per linear foot

CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	$ 100.00
2.	JD 644 Wheel Loader with debris grapple	$ 110.00
3.	Extendaboom Forklift with debris grapple	$ 65.00
4.	753 Bobcat Skid Steer Loader with debris grapple	$ 60.00
5.	753 Bobcat Skid Steer Loader with bucket	$ 50.00
6.	753 Bobcat Skid Steer Loader with street sweeper	$ 60.00
7.	30-50 H Farm Tractor with box blade or rake	$ 45.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	$ 90.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	$ 100.00
10.	JD 648E Log Skidder or equivalent	$ 75.00
11.	CAT D4 Dozer	$ 60.00
12.	CAT D5 Dozer	$ 75.00
13.	CAT D6 Dozer	$ 90.00
14.	CAT D7 Dozer	$ 110.00
15.	CAT D8 Dozer	$ 125.00
16.	CAT 125 – 140 HP Motor Grader	$ 90.00
17.	JD 690 Trackhoe with debris grapple	$ 100.00
18.	JD 690 Trackhoe with bucket and thumb	$ 100.00
19.	Rubber Tired Excavator with debris grapple	$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	$ 60.00
21.	210 Prentiss Knuckleboom with debris grapple	$ 90.00
22.	CAT 623 Self-Loader Scraper	$ 150.00
23.	Hand-Fed Debris Chipper	$ 35.00
24.	30 Ton Crane	$ 150.00
25.	50 Ton Crane	$ 170.00

26. 100 Ton Crane (8 hour minimum)	$ 250.00
27. 40 – 60' Bucket Truck	$ 90.00
28. Greater than 60' Bucket Truck	$ 120.00
29. Fuel/ Service Truck	$ 50.00
30. Water Truck	$ 60.00
31. Portable Light Plant	$ 14.00
32. Lowboy Trailer with Tractor	$ 90.00
33. Flatbed Truck	$ 40.00
34. Pick-up Truck (unmanned)	$ 14.00
35. Self-Loading Dump Truck with debris grapple	$ 125.00
36. Single Axel Dump Truck, 5 – 12 cu. yd.	$ 45.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	$ 60.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	$ 70.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	$ 85.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	$ 100.00
41. Chainsaw (without operator)	$ 4.00
42. Temporary Office Trailer	$ 15.00
43. Mobile Command and Communications Trailer	$ 50.00
44. Laborer, with small hand tools	$ 28.00
45. Skilled Sawman	$ 32.00
46. Crew Foreman with cell phone	$ 45.00
47. Tree Climber	$ 90.00
48. Fast Picker Barge	$ 190.00
49. Barge with push boat	$ 275.00
50. Management Boat	$ 50.00

All equipment rates include the cost of the operator, fuel, and maintenance.
All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.

B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.

C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.

E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other materials removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The Respondent agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.
Address (City, State, Zip Code): 5435 Business Parkway Theodore, AL 36582
Office Phone, Fax Number, and Email: 800-992-6207 / 251-459-7433 /
Business Representative Name and Title: John Ramsay, President & CEO
Signature of Representative: _____

Kristy Anderson

From: Mary C. Turner (mturner@crowdergulf.com) <mturner@crowdergulf.com>
Sent: Monday, June 22, 2020 3:51 PM
To: Kristy Anderson
Cc: John Ramsay (ramsay@crowdergulf.com); Wes Naile (wnaile@crowdergulf.com)
Subject: RE: Disaster Debris Contract - Taylor County

Good afternoon,

We wanted to get back with you in regard to the contract renewal price increase. The increase percentage is not the same across the board. Some line items did not increase at all, while the others range from 4% to 41%. The prices were increased to a justification of comparable rates within the region. This will bring the rates to the current market rates for these services. If the County would like us to submit some comparable contract rates in the region, we can most certainly get that information put together for you. We are happy to help anyway we can and appreciate the opportunity to continue to work with Taylor County. If you have additional questions please let us know.

Thank you,

Mary Challeil Turner
CrowderGulf
5629 Commerce Blvd. East
Mobile, AL 36619
251-459-7430
251-459-7433 Fax
mturner@crowdergulf.com

From: Kristy Anderson [mailto:kristy.anderson@taylorsheriff.org]
Sent: Wednesday, June 17, 2020 12:43 PM
To: Mary C. Turner (mturner@crowdergulf.com) <mturner@crowdergulf.com>
Cc: John Ramsay (jramsay@crowdergulf.com) <jramsay@crowdergulf.com>; Wes Naile (wnaile@crowdergulf.com) <wnaile@crowdergulf.com>
Subject: RE: Disaster Debris Contract - Taylor County

What would you estimate the percentage is for the adjustment?

Thanks,

Kristy

From: Mary C. Turner (mturner@crowdergulf.com) [mailto:mturner@crowdergulf.com]
Sent: Monday, March 16, 2020 2:32 PM
To: Kristy Anderson <kristy.anderson@taylorsheriff.org>
Cc: John Ramsay (jramsay@crowdergulf.com) <jramsay@crowdergulf.com>; Wes Naile (wnaile@crowdergulf.com) <wnaile@crowdergulf.com>
Subject: RE: Disaster Debris Contract - Taylor County

Good afternoon,

CrowderGulf has been providing Taylor County Disaster Debris Management. According to the contract, section 3.7, the contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services. At this time CrowderGulf is requesting a price adjustment. Please review the attached renewal acceptance letter and pricing. If the County is in agreement, please have the renewal signed and returned. Also attached, is a certificate of insurance and CrowderGulf contact sheet.

If you have any questions or we can be of assistance please do not hesitate to contact us.

Thank you,

Mary Challeil Turner
CrowderGulf
5435 Business Pkwy.
Theodore, AL 36582
251-459-7430
251-459-7433 Fax
mturner@crowdergulf.com

From: Mary C. Turner (mturner@crowdergulf.com)
Sent: Thursday, March 05, 2020 9:04 AM
To: 'kristy.anderson@taylorsheriff.org' <kristy.anderson@taylorsheriff.org>
Cc: Wes Naile (wnaile@crowdergulf.com) <wnaile@crowdergulf.com>
Subject: Disaster Debris Contract - Taylor County

Good morning Kristy,

I wanted to touch base with you and let you know that we are working on the renewal documents for the County's contract for Disaster Debris Management Services. Our records show the contract is up for renewal on July 17th. We will get the documents to you as soon as we have them prepared. Please let us know if you have any questions.

Thank you,

Mary Challeil Turner
CrowderGulf
5435 Business Pkwy.
Theodore, AL 36582
251-459-7430
251-459-7433 Fax
mturner@crowdergulf.com

25

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**THE BOARD TO CONSIDER APPROVAL OF CONTRACT BETWEEN ECONO LODGE IN MONTICELLO AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FOR NON-CONGREGATE SHELTERING.**
Meeting Date:	**JULY 6, 2020**

Statement of Issue: **NON-CONGREGATE SHELTERING REQUIRED BY FEMA FOR TAYLOR COUNTY FIRST RESPONDERS/RESIDENTS DUE TO COVID-19 STATUS.**

Recommendation: SIGNATURE OF CONTRACT

Fiscal Impact: $ N/A **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

Submitted By: KRISTY ANDERSON, TCSO EMERGENCY MANAGEMENT DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts, & Issues:

NON-CONGREGATE SHELTERING PLAN REQUIRED BY FEMA FOR EACH COUNTY IN ORDER TO RECEIVE PUBLIC ASSISTANCE REIMBURSEMENT FOR RELATED EXPENDITUIRES. AFTER AN EXHAUSTIVE SEARCH, ECONO LODGE IN MONTICELLO AGREED TO HOUSE SAID COVID-19 STATUS FIRST RESPONDERS/RESIDENTS. IN LIEU OF POSSIBLE DISASTER THAT EFFECTS TAYLOR COUNTY, TAYLOR COUNTY ELEMENTARY WILL BE THE FIRST LOCATION FOR SHELTERING SYMPTOMATIC RESIDENTS IN AN ISOLATED AREA (5TH GRADE WING). IF THE SHELTER REACHES CAPACITY, ECONO LODGE WILL THE SECOND OPTION.

Options:

1. APPROVE
2. NOT APPROVE

Attachments:

1. ECONO LODGE CONTRACT
2. CONTRACT REVIEW LETTER FROM CONRAD BISHOP
3. TAYLOR COUNTY APPROVED NON-CONGREGATE SHELTERING PLAN

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1968-2013

(850) 584-6113
FAX (850) 584-2433

June 1, 2020

VIA E-MAIL

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

Re: Agreement with Econo-Lodge Shelter Accommodations

Dear LaWanda:

I have reviewed the above Agreement with Econo-Lodge that you e-mailed to me on May 29, 2020.

The Agreement looks okay to me.

I hope the County will not have to use it.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of this _____ day of _____ _____, 2020 ("Effective Date") is made by and between Capitol City Travel Center, Inc. dba Econolodge ("Owner") with a principal address of 2616 Gamble Road Monticello, FL 32344 and Taylor County, a political subdivision of the State of Florida ("County"), with an address of 201 E. Green Street, Perry, FL 32347.

WITNESSETH

WHEREAS, due to the evolving COVID-19 global health pandemic, the County is subject to a Public Health Emergency and a Nationwide Emergency Declaration (the "Declared Emergency"); and

WHEREAS, the County is in need of temporary, non-congregate sheltering, temporary medical facilities, and/or enhanced medical/hospital capacity solutions for the purposes of addressing public health needs resulting from the Declared Emergency; and

WHEREAS, an official order by a state, local, tribal, or territorial public health official directing the need for non-congregate sheltering is shown on **Exhibit C**, attached hereto and made a part hereof; and

WHEREAS, Owner owns and operates as a hotel accommodation open to the public certain real property known as Capitol City Travel Center, Inc dba Econolodge _____ with an address of 2616 Gamble Road Monticello, FL 32344 _____ ("Property"), as shown on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, the Property includes 45 rentable hotel rooms, as shown on **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, County desires to make the rooms available to, and pay for same on behalf of, certain individuals that qualify to temporarily reside in a non-congregate sheltering facility, with reimbursement of such expense by the Federal Emergency Management Agency ("FEMA").

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration the parties agree as follows:

1) **RECITALS.** The above stated recitals are true and correct and incorporated herein by reference.

2) **PREMISES.** Owner agrees, on an as available and as needed basis, to make available up to 45 hotel rooms for rental by certain individuals that qualify for non-congregate shelter accommodations ("Qualifying Individuals"), and County does hereby agree to pay for said rooms on behalf of and for the benefit of such Qualifying Individuals at the rates provided for in Exhibit B for the following purposes: a) non-congregate sheltering for healthcare workers, first responders and local populations (either individuals or families requiring isolation and quarantining due to COVID-19 status) b) providing

temporary housing and/or meeting space for County staff and healthcare professionals performing work at the Premises (the "Approved Uses").

3) **TERM.** The term of this agreement shall begin on the Effective Date and shall terminate as provided herein below.

4) **TERMINATION.** The County shall have the right, at its sole option and for its own convenience, to terminate this Agreement for any reason whatsoever, without cause by providing Owner prior written notice in accordance with Paragraph 15 of this Agreement. The Owner shall have the right, at its sole option and for its own convenience, to terminate this Agreement for any reason whatsoever, without cause by providing the County not less than thirty (30) days prior written notice in accordance with Paragraph 15 of this Agreement.

5) **ROOM RENTAL RATES.** The rental rates depicted on Exhibit "B" shall be charged on a nightly basis, plus applicable taxes, for each room actually rented, on an as needed basis, for an individual who the County confirms is qualified for non-congregate sheltering pursuant to this agreement. Such confirmation of qualification shall be at or before the time of check in by either a)written confirmation (including via email) of the County Director of Emergency Management, or designee, or Director of County Health Department, or designee, or b)such other method of communication as the parties may in writing agree to. Billing for rooms rented to accommodate Qualifying Individuals shall be on a weekly basis by emailing an itemized invoice to the Office of the County Coordinator. For convenience, billing can also be by such other method as the Owner and County Coordinator agree to in writing.

6) **OPERATING COSTS.** All regular and customary operating costs, including, but not limited to, the costs of all utilities, janitorial service, housekeeping service (following FEMA guidelines), employees, and facility maintenance and repairs, shall be included in the cost of daily room rental in the same manner as such costs are included in any other rental of a hotel room to a member of the general public during the ordinary course of regular hotel operations. Notwithstanding the above, the County shall be responsible for the reasonable cost of returning the rooms actually occupied by Qualifying Individuals to a level of habitability that is acceptable for occupancy by members of the general public. Returning rooms to habitability as used herein shall be accomplished in compliance with FEMA guidelines and shall include the cost of cleaning, sanitizing and, if necessary, replacing furnishings which cannot be properly cleaned and sanitized. Completion of the County's obligations under this paragraph shall be confirmed by health inspection and issuance of a sanitation certification by the County Health Department.

7) **LIABILITY FOR DAMAGES.** . (1) To the extent allowed by law and subject to the limits of liability and recovery set forth in Section 768.28, Florida Statutes, the County and Owner each agree to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents. Nothing contained herein shall be construed as a waiver of County's sovereign immunity or the limitations of liability or recovery contained in the aforementioned

statute, and any such claim must comply with the notice and pre-suit procedures of said statute. (2) Owner hereby waives any and all claims, demands, or causes of action it may have, now and in the future, against County and/or any other entity or individual providing care, services, or assistance in furtherance of the Approved Uses, relating to any stigma or adverse impact to the reputation of Owner's Property associated with its use and occupancy for the Approved Uses pursuant to this Agreement.

8) **OWNER'S SERVICES.** Owner shall provide services to Qualifying Individuals residing at the premises under this agreement in the same manner and frequency as Owner provides to members of the general public renting a room in the ordinary course of Owner's operations as may be applicable during the COVID-19 pandemic, including housekeeping service, which shall follow any and all relevant FEMA guidelines relating to cleaning, hygiene, disinfection and other health related measures intended to prevent the communication of COVID-19 between individuals.

9) **AGREEMENT NOT EXCLUSIVE.** Owner acknowledges that this agreement in not exclusive to Owner's Premises, and that the County intends to enter into one or more additional agreements with the owners of other hotel facilities capable of providing temporary Non-Congregate Sheltering accommodations to Qualifying Individuals. If additional such agreements are entered into, it is the County's intent, within the sole discretion of the County, to distribute referrals of Qualifying Individuals among accommodations in a manner that the County deems appropriate.

10) **COMPLIANCE WITH THE LAW.** Owner shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations, executive order, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.

11) **AVAILABILITY OF FUNDS.** The obligations of County under this Agreement are subject to the availability of funds lawfully appropriated annually by the Board of County Commissioners of Taylor County and/or the availability of funds through contract or grant programs. Owner hereby acknowledges that FEMA financial assistance may be used by County to fund or reimburse room rentals. Owner agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12) **WAIVERS.** The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent by Owner shall not be deemed to be a waiver of any preceding breach by County of any term, covenant or agreement of this Agreement, other than the failure of County to pay the particular rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of rent.

13) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to County,

Owner, or any other party pertaining to any matter resulting from this Agreement.

14) **FRAUD AND FALSE OR FRADULENT STATEMENTS.** Owner acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Owner's actions pertaining to this Agreement.

15) **NOTICES.** All notices and demands that may be or are required to be given by either party to the other shall be in writing. All notices and demands shall be sent by either: 1) electronic mail delivery; 2) United States certified or registered mail, postage prepaid; or 3) hand delivered if receipt is obtained, addressed as follows:

To Owner: Name: Arun Kundra

Address: 2616 Gamble Road Monticello, FL 32344

Email: mskundra@gmail.com

To County: Taylor County
Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Attention: Pam Feagle, Chairperson
Email: pfeagle@taylorcountygov.com

With a copy: Taylor County
Office of the County Administrator
201 East Green Street
Perry, Florida 32347
Attention: LaWanda Pemberton
Email: lpemberton@taylorcountygov.com

Notices shall be deemed to have been served upon the party to whom addressed upon delivery or refusal to accept delivery. Either party may change its address by giving written notice of such change to the other parties.

16) **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

17) **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Florida. The venue for any action filed in connection herewith by either party shall be exclusively in Taylor County or the county in which the Premises are located.

18) **SEVERABILITY.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the

intentions of the parties continue to be effective.

19) **FURTHER DOCUMENTS.** County and Owner will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Agreement.

20) **HEADINGS.** Headings of the Sections in this Agreement have been included for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21) **PUBLIC ENTITY CRIMES.** Each party affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the party been convicted of a public entity crime. Each party agrees that it shall not violate such law and further acknowledges and agrees that any conviction thereof during the Term of this Agreement may result in the termination of this Agreement.

22) **EQUAL EMPLOYMENT OPPORTUNITY.** Owner shall comply with Taylor County, Florida – Policies and Procedures EOO Policy, 4.01.02 (Taylor County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, contracting and procurement activities, and credit extension practices. Owner shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

23) **ACCESS TO RECORDS.** The following access to records requirements apply to this Agreement: (1) Owner agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) Owner agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Agreement.

24) **DHS AND COUNTY SEAL, LOGO, AND FLAGS.** Owner shall not use the County seal(s) logos, crests, or reproductions of flags or likenesses of County officials without specific FEMA or County pre-approval.

25) **AUTHORITY TO EXECUTE.** The person(s) executing this Agreement warrant they have the authority to so execute this Agreement and to bind the party on whose behalf they are signing.

26) **ENTIRE CONTRACT.** This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties with respect to the Agreement and room rental payment by the County and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations or agreements, both written and oral. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

27) **ELECTRONIC SIGNATURES AUTHORIZED.** The parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Taylor County Board of County Commissioners

28) **MULTIPLE COUNTERPARTS.** This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the parties shall bind the parties as if they had each executed the same counterpart.

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed as of the date first above written, by their respective duly-authorized officers.

OWNER:

Capitol City Travel Center, Inc.
dba Econolodge

By: _____
Print Name: Arun Kundra
Its: _____

ATTEST:

Taylor County Board of County Commissioners

Annie Mae Murphy, Clerk of Court

Pam Feagle
Chairperson

Approved as to form and legal Sufficiency:

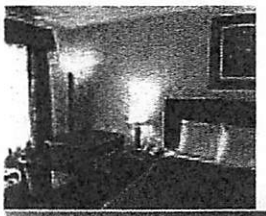
Conrad Bishop, County Attorney

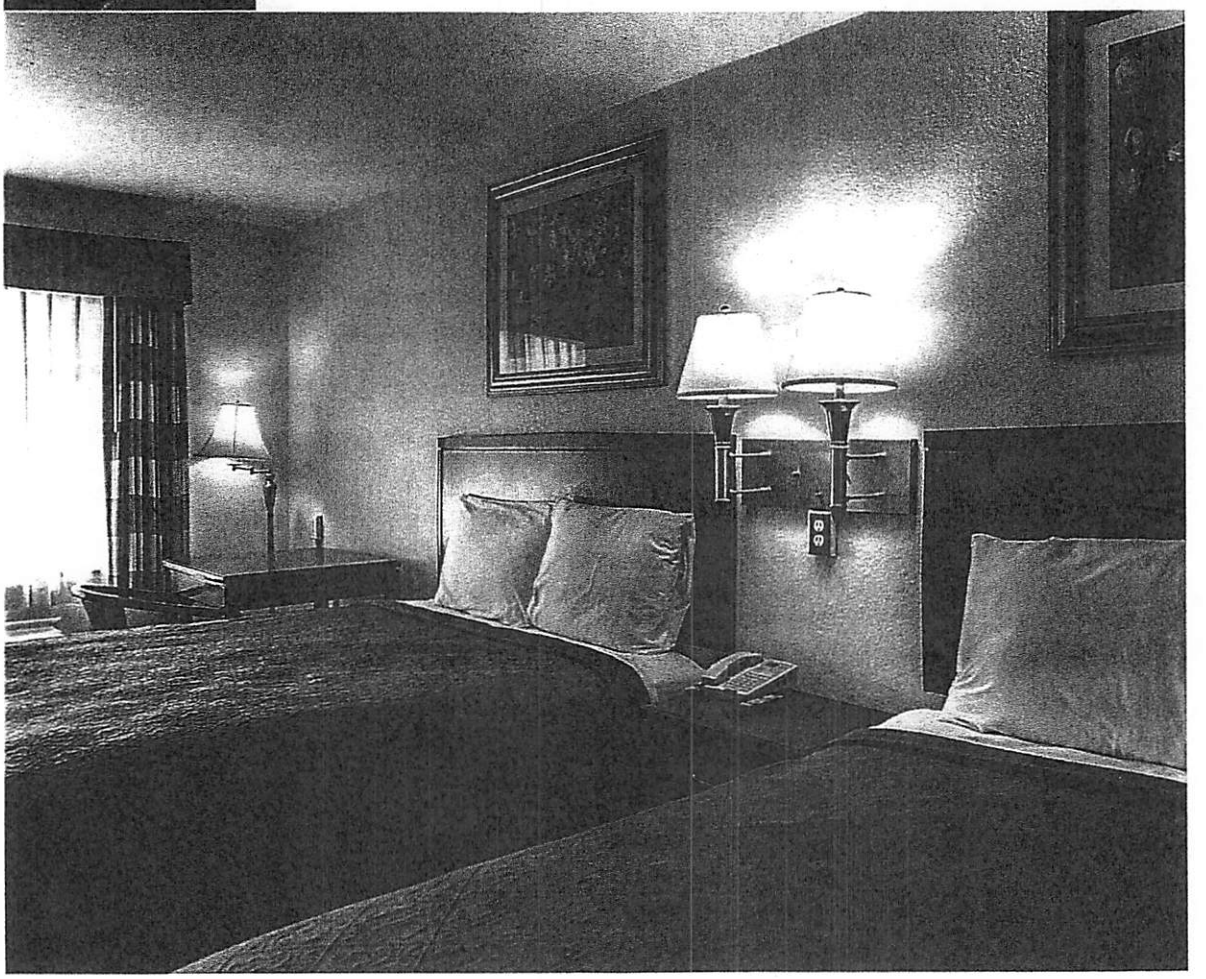
EXHIBIT "A"

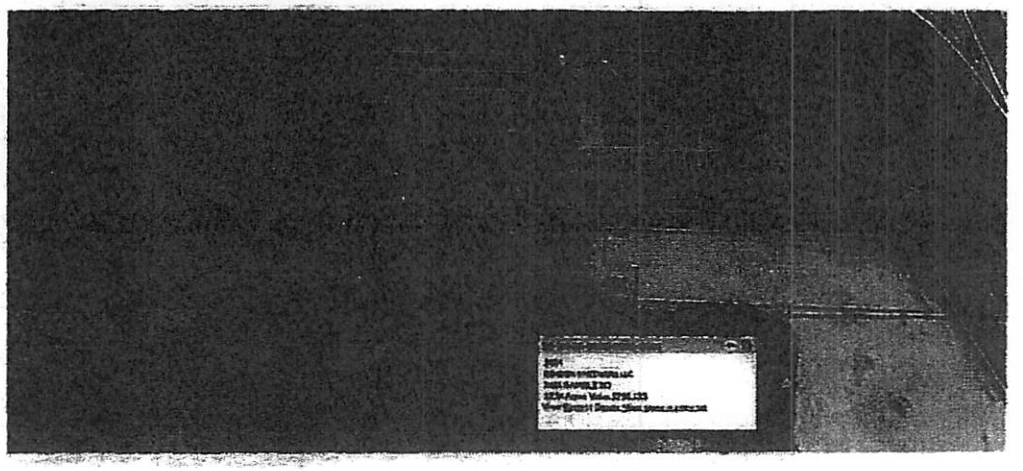
THE PROPERTY

ECONO LODGE MONTICELLO

ECONO LODGE MONTICELLO







CATEGORY: MOTEL & VACANT LAND
I-10/HWY 59 (LLOYD)
12.3 MILES FROM COURTHOUSE
ADDRESS: ECONO-LODGE
2616 GAMBLE RD
GEO ID/PID: 16-1N-3E-0000-0011-0000 3024
LAT/LON:
GEO ID/PID:
LAT/LON:

OWNER: ESHDEN PARTNERS LLC
ARUN KUNDRA

O ADDR: PO BOX 15153
TALLAHASSEE, FL 32317
O PHONE: 850.210.7000
O EMAIL:

SIZE: 1.7 AC

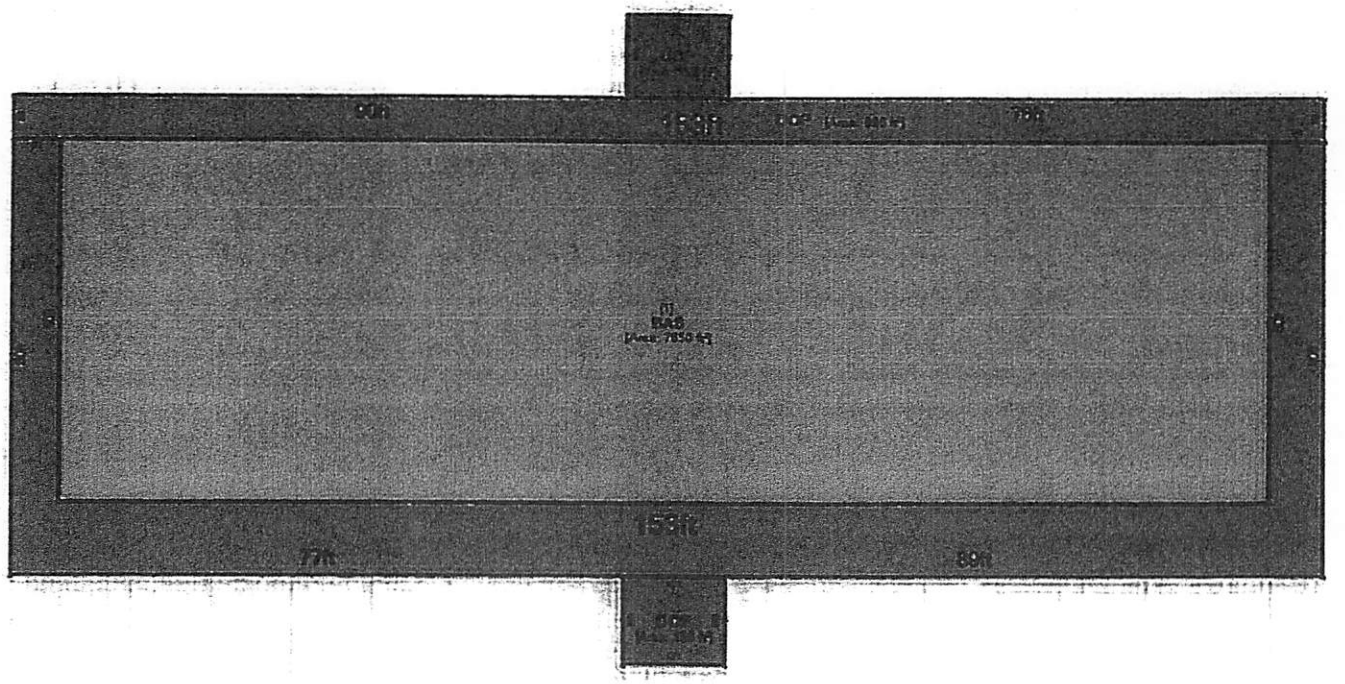
ROOMS: 48

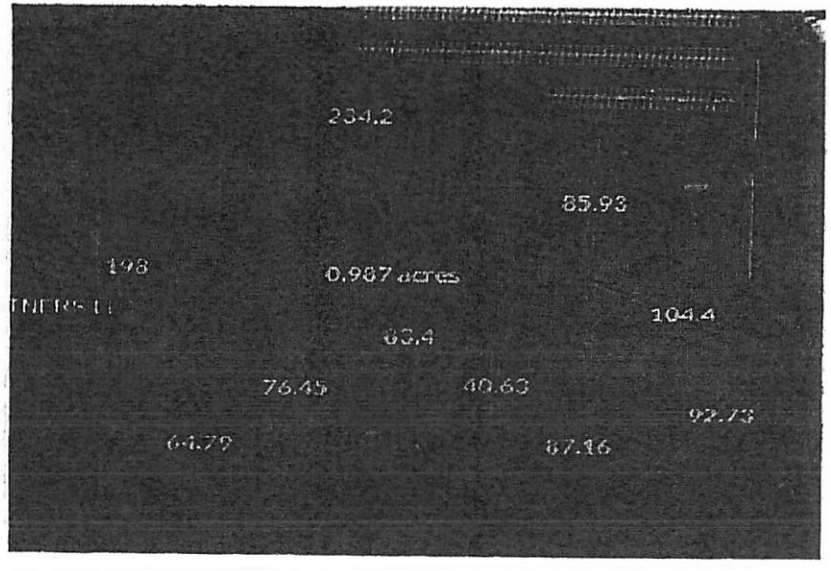
BLDG SF:

ELECTRIC:
WATER:
SEWER:

NOTES:

FLOOR PLAN

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85.93
198
0.987 acres
104.4
83.4
76.45
40.63
92.73
64.79
87.16

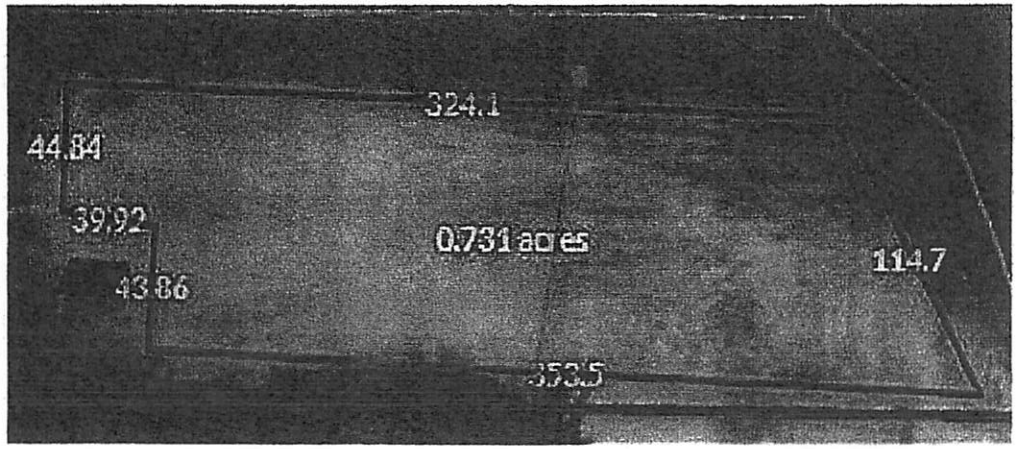
324.1
44.84
39.92
0.731 acres
114.7
43.86
353.5

EXHIBIT "B"

THE PREMISES
AND ROOM RATES

Capital City Travel Center, Inc
2616 Gamble Road
Monticello, FL 32344

To whom may concern :

Dear Sir / Madam,

I am Manju Kundra and our hotel is open to business for any emergency shelter needed. We are an exterior building hotel with guests having the ability to pull cars possibly in front of the downstairs room and upstairs rooms anywhere in the parking lot, based on availability. We offer the following number of rooms:

1. **King rooms - 7**
2. **Handicap rooms - 2**
3. **Rooms with 2 queen beds - 36**

Each room is equipped with the following:

1. **Television**
2. **Microwave**
3. **Refrigerator**
4. **Access to free WIFI**
5. **Other standard features**

We are in compliance with all the COVID guidelines for the hospitality business. Looking forward to serving guests.

Yours truly,

Manju Kundra

Manju Kundra

850-997-0020 850-241-6261 (Laurie) 850-212-7755 (Manju)
econolodgemonticello@gmail.com www..econolodgemonticello.com

EXHIBIT "C"

PUBLIC HEALTH OFFICIAL DIRECTIVE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
PUBLIC HEALTH ADVISORY

In Re:
PROTECTIVE MEASURES FOR VULNERABLE POPULATIONS, GATHERINGS OF PRIVATE CITIZENS AND DENSITY OF THE WORKFORCE

Pursuant to the authority granted in Section 381.00315(1), Florida Statutes, and Executive Order 20-83, I, Scott A. Rivkees, M.D., as State Surgeon General and State Health Officer, determine that a public health advisory is necessary as a result of COVID-19 to protect the public health and safety, and hereby issue the following Public Health Advisory.

VULNERABLE POPULATIONS

All individuals over the age of 65 and all individuals of any age with high-risk conditions should remain in their residence and take all measures to limit the risk of exposure to COVID-19. These measures include, but are not limited to: limiting contact with all persons outside of the home and distancing any unavoidable contact by a minimum of six feet; washing hands often with soap and water for at least 20 seconds, or using hand sanitizer with at least 60% alcohol; avoiding unnecessary touching of eyes, nose, and mouth, and washing hands prior to doing so; and cleaning and disinfecting high-touch surfaces, including entryway door handles.

High-risk conditions include, but are not limited to: chronic lung disease; moderate to severe asthma; serious heart conditions; immunocompromised status (as a result of cancer treatment, bone marrow or organ transplant, immune deficiencies, poorly controlled HIV or AIDS, or prolonged use of corticosteroids and other immune weakening medications); cancer; severe obesity (body mass index [BMI]>40); diabetes; renal failure; and liver disease.

GATHERINGS OF PRIVATE CITIZENS

All individuals should cease participation in social or recreational gatherings of more than 10 people. For all gatherings of fewer than 10 people, individuals should practice social distancing by maintaining a distance of at least six feet from each other.

DENSITY OF THE WORKFORCE

All business owners, supervisors, managers and others in charge of conducting business in the state of Florida should allow telework of employees to the extent that can be accomplished without significantly disrupting the ability to conduct business. Employers should make every effort to reduce the onsite workforce to 50% capacity, where possible, to the extent that reduction can be accomplished without significantly disrupting the ability to conduct business.

Issued this 25th day of March 2020, in Department of Health offices, Tallahassee, Leon County, Florida.

Scott A. Rivkees, M.D.
State Surgeon General

U.S. Department of Homeland Security
3003 Chamblee-Tucker Rd
Atlanta, GA 30341

FEMA

June 10, 2020

Mr. Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

Reference: Taylor County Request for Non-Congregate Sheltering
FEMA-4486-DR-FL

Dear Mr. Moskowitz:

This is in response to the Taylor County's (County) request submitted to FEMA on June 4, 2020, requesting FEMA approval for emergency non-congregate sheltering activities under the Public Assistance (PA) program. Specifically, the County's letter requests approval to establish and manage the Coronavirus Disease 2019 (COVID-19) pandemic outbreak non-congregate sheltering for healthcare workers, first responders, and local populations for isolation due to COVID-19 status. This includes non-hospital, admitted, suspected, or recovered COVID-19 patients. The County would also like to include the general population as part of the approved target population.

While researching and evaluating potential locations for non-congregate sheltering, the County considered using its schools. This option was ultimately considered infeasible due to the logistical and security requirements that would result in a significant burden on the County. As a result, the County has determined that hotels offer the best alternative for providing non-congregate sheltering individuals who meet the sheltering criteria.

In accordance with section 403 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the referenced COVID-19 emergency, at the direction or guidance of state, local, tribal, and territorial public health officials, may be reimbursed under Category B of FEMA's PA program if necessary to save lives, protect improved property, or public health and safety, and/or lessen or avert the threat of catastrophes.

Based on my review of your request and supporting documentation provided, I am approving your request for pre-approval for emergency, non-congregate sheltering, which will be implemented by the County in coordination with the County Health Department and the County Director of Emergency Management. My approval is contingent on these actions being prudent

and necessary as documented in the letter dated June 4, 2020, from the Chairperson of the Board of County Commissioners, the State of Florida Department of Health's Declaration of Public Health Emergency dated March 1, 2020, and subsequent Public Health Advisory dated March 25, 2020, for COVID-19 as a result of Executive Order 20-83. The County is in support of this recommendation as it relates to section 6 of the State of Florida Department of Health Declaration of Public Health emergency dated March 1, 2020.

My approval of the County's request for PA funding for costs related to non-congregate sheltering is subject to and conditioned by the following:

- FEMA approves non-congregate sheltering for the individuals identified in the request from the County for individuals that meet one or more of the following criteria:

    - Test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals).
    - Have been exposed to COVID-19 who do not require hospitalization but whom warrant quarantine.
    - Persons needing social distancing as a precautionary measure, as determined by public health officials, particularly for high-risk groups such as people over 65 or with certain underlying health conditions (respiratory, compromised immunities, chronic disease), this may include those whose living situation makes them unable to adhere to social distancing guidance.

- Reimbursement for the sheltering of non-symptomatic individuals that are not among the foregoing categories or are not among the specific populations that are directed by the appropriate public health official are not eligible.

- Reimbursement for non-congregate sheltering as a result of evacuations is currently not authorized under this current COVID-19 related approval. This includes evacuation due to a natural or technological hazard. FEMA will be providing future guidance on the appropriate process for requesting non-congregate sheltering as a result of evacuations within the ongoing COVID-19 pandemic environment.

- My approval is limited to emergency, non-congregate sheltering costs that are reasonable and necessary to address the public health needs resulting from FEMA-4486-DR-FL.

- My approval is limited to costs that are reasonable and necessary for providing non-congregate sheltering to eligible individuals, including wrap around services. Wrap around services will be reviewed for eligibility based on the type of shelter, the specific needs of those sheltered, and determined necessary to protect public health and safety and in accordance with guidance provided by appropriate health officials. However, support services such as case management, mental health counseling, and others are not eligible. In this regard, please note that FEMA does not mandate that the State pursue a specific option or options for temporary facilities to be used for non-congregate sheltering, but

FEMA will only approve PA funding for cost-effective and practical options justified by assessments and public health projections.

- My approval is limited to costs associated with the provision and operation of facilities for emergency, non-congregate sheltering and does not include the approval of costs for the conversion of a proposed or any other facility.

- My approval is subject to, and limited by, emergency non-congregate sheltering guidance issued by FEMA, including Fact Sheets.

- My approval is limited to eligible costs for the establishment of non-congregate sheltering as outlined above for a 30-day duration from the date of approval, or less if a re-assessment determines there is no longer a public health need, but not to exceed the duration of the Order of the State Public Health Officer. **The County must provide a re-assessment of the continuing need for emergency, non-congregate sheltering from the State or Local Public Health Officer or County Health Department at each 30-day interval that includes certification that a threat to lives, public health, or safety still exists and a detailed justification for the continuing need for emergency non-congregate sheltering. The reassessment must be submitted 30 days from the date of this letter.**

- The length of non-congregate sheltering depends on the needs in each area and will be in accordance with the guidance and direction from appropriate health officials. Sheltering eligibility for sheltering activities may not extend beyond the state or local public health order or the HHS Public Health Emergency for COVID-19. Length of sheltering for individuals is based on health guidance and be limited to what is needed to address the immediate threat to public health and safety. The mission will depend on the level of community transmission in each area.

In addition, please ensure any future extension requests from the County include, at a minimum, the number of individuals being sheltered by each local provider, average length of stay, underlying need/condition requiring emergency non-congregate sheltering (for instance, total number of persons who fit into one of the three categories approved for non-congregate sheltering during those timeframes), types of wrap-around services being provided, and average cost per individual. In addition, in preparation for a potential transition of non-congregate sheltering of homeless individuals to Housing and Urban Development, please provide the information separately for that population.

To be reimbursed for contract costs, the County must comply with the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326. FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances Fact Sheet (March 16, 2020) provides additional guidance, and the County should include a termination for convenience clause in its contracts for sheltering and related services, such as food, security services, and care for those with disabilities or access and functional needs. **Contract provisions requiring payment for unutilized sheltering and services are discouraged due to the possibility that the costs**

incurred may be considered unreasonable and, therefore, not eligible for PA reimbursement.

FEMA will not approve PA funding that duplicates funding by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

The County must comply with, and enable FEMA to comply with, applicable environmental and historic preservation laws, regulations, and executive orders or funding may be jeopardized.

The County will need to maintain tracking mechanisms to provide sufficient data and documentation to establish the eligibility of costs for which it is requesting PA funding (including the need for non-congregate sheltering of each individual, costs and length of stay to include when they are no longer determined to be infected and therefore do not require quarantine). As with any activity, lack of sufficient support documentation may result in FEMA determining that some or all the costs are ineligible.

In conjunction with this approval for Non-Congregate Sheltering, the following information for each operational site shall be reported to the Region IV Regional Response Coordination Center (RRCC) by COB each Monday for the duration of the sheltering operations.

- Location Name
- Location Address
- Building Type (Hotel/Motel, Dormitory, etc.)
- Maximum Capacity
- Current Number of Individuals Sheltered (as of midnight the previous day)

Reporting of the above information shall be emailed to the below email addresses:

R04-RRCC-ICMG@fema.dhs.gov
R04-RRCC-SITL@fema.dhs.gov
R4-Recovery-COVID-19@fema.dhs.gov

If you have any questions or require more information, please contact Mr. Terry L. Quarles, CEM, Director, Recovery Division, at (770) 220-5300.

Sincerely,

Gracia B. Szczech
Regional Administrator

NON-CONGREGATE SHELTERING CHECKLIST

Coronavirus 2019 (COVID-19)

In a memo distributed on March 18, 2020, FEMA recognizes that non-congregate sheltering may be necessary in this Public Health Emergency to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. In accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of state, local, tribal, and territorial public health officials may be reimbursed under Category B of FEMA's Public Assistance program.

By initialing each line, I Kristy Anderson, Director, with Taylor County Sheriff's Office Division of Emergency Management, acknowledge and accept the conditions and regulations noted. In the case of the bulleted subpoints, my mark acknowledges the documentation status.

KA 1. The non-congregate sheltering must be at the direction of and documented through an official order signed by a state, local, tribal, or territorial public health official.

Yes
- This order is attached to this form.
- This order is not attached to this form.

Additional Information:

Letter from Chair of the Board of Taylor County Commissioners attached.

KA 2. Any approval is limited to that which is reasonable and necessary to address the public health needs of the event and should not extend beyond the duration of the Public Health Emergency.

Additional Information:

Non-congregate sheltering for healthcare workers, first responders and local populations either individuals or families requiring isolation and quarantine due to COVID-19 status.

KA 3. We shall follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in our contracts.

Additional Information:

We shall follow FEMA's Procurement under grants conducted under exigent or emergency circumstances guidance and include a termination for convenience clause in our contracts.

KA 4. Prior to approval, we shall provide an analysis of the implementation options that were considered and a justification for the option selected.

Yes • The analysis is attached to this form.

Yes • The justification is attached to this form.

Additional Information:

Letter from Pam Feagle, Chair of the Board of Taylor County Commissioners is attached.

KA 5. The funding for non-congregate sheltering to meet the needs of the Public Health Emergency cannot be duplicated by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

Additional Information:

No other federal non-congregate housing options are available in Taylor County for healthcare workers, first responders, and local populations for isolation and quarantine due to COVID-19 status.

KA 6. Applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and must be adhered to as a condition of assistance.

Additional Information:

Applicable Environmental and Historical Preservation laws, regulations, and executive orders will be adhered to.

Kristy Anderson

Signature

Kristy Anderson, Director

Printed Name

June 4, 2020

Date

Taylor County Emergency Management

Organization

59-60000879

FEIN

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

June 4, 2020

Jared Moskowitz
State Coordinating Officer / Governor's Authorized Representative

RE: FEMA Non-Congregate Sheltering Request

Dear Mr. Jared Moskowitz:

Taylor County requests approval for a County established and managed COVID-19 pandemic outbreak non-congregate sheltering and support services.

Per FEMA COVID-19 Fact Sheets: Non-Congregate Sheltering Delegation of Authority; Procurement During Emergency/Exigent Circumstances Fact Sheet; and Eligible Emergency Protective Measures Fact Sheet; the following information is provided.

The non-congregate sheltering must be at the direction of and documented through an official order signed by a state, local, tribal, or territorial public health official.

- The Taylor County Emergency Management working in conjunction with federal, state, and local health authorities in responding to the Public Health and Presidentially declared National Emergency, as well as to Governor's Emergency Proclamation on COVID-19 related matters, directed the isolation and quarantine of those non-hospital, admitted, suspected or recovered COVID-19 patients in non-congregate sheltering per best available health authorities guidance. These actions are prudent and necessary to isolate and prevent the spread of COVID-19, in accordance with the Governor's Executive Order 20-83 on March 24, 2020 and further ordered by the State of Florida Department of Health's Declaration of Public Health Emergency dated March 1, 2020 and subsequent Public Health Advisory dated March 25, 2020 for COVID-19 as a result of Executive Order 20-83. Based on coordination with the local public health official in Taylor County, we are submitting this request for non-congregate sheltering in support of section 6 of the State of Florida Department of Health Declaration of Public Health emergency.

Any approval is limited to that which is reasonable and necessary to address the public health needs of the event and should not extend beyond the duration of the Public Health Emergency.

- The Taylor County elected officials responding at the direction and guidance of public health officials and emergency management personnel, will establish and manage non-congregate sheltering for the minimum time necessary to meet the public health needs of the COVID-19 Public Health Emergency.

Applicants must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in their contracts.

- Taylor County will follow local and state contracting requirements as well as the criteria outlined in the FEMA Procurement Under Grants Conducted Under Exigent or Emergency Circumstances Fact Sheet guidance. In addition, a termination for convenience clause will be included in the contracts.

Prior to approval, the applicant must provide an analysis of the implementation options that were considered and a justification for the option selected.

- Taylor County will provide a cost and feasibility analysis of the non-congregate sheltering options considered given the affected population affected, the criteria for meeting either quarantine or isolation, and any additional criteria required by cognizant public health authorities. In addition, a justification will be provided for the selected option.
- If requesting a waiver for approval after the fact the justification needs to be provided as to why it was not requested prior to implementation

The funding for non-congregate sheltering to meet the needs of the Public Health Emergency cannot be duplicated by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

- Taylor County understands that funding for non-congregate sheltering to meet the needs of the Public Health Emergency cannot be duplicated by another federal agency and has not received funding for this requested non-congregate sheltering from any other federal funding source.

Applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and must be adhered to as a condition of assistance.

- Taylor County, as part of the siting of non-congregate sheltering will comply with all local and state requirements. In addition, it is understood that given the nexus of federal funding, applicable federal environmental and historic preservation laws, regulations, and executive orders apply and must be adhered to as a condition of federal financial assistance

If there are any questions regarding this request for FEMA Non-Congregate Sheltering, please contact Kristy Anderson at 850-838-3575 / kristy.anderson@taylorsheriff.org.

Sincerely,

Pam Feagle

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

Enclosures:

- Analysis of implementation options considered and justification for option selected
- Siting permits for non-congregate sheltering
- Governor's Executive Order 20-83
- State of Florida Department of Health's Declaration of Public Health Emergency
- State of Florida Department of Health's Public Health Advisory for COVID-19 as a result of Executive Order 20-83

Sheriff

WAYNE PADGETT – TAYLOR COUNTY
108 N. Jefferson Street, Suite 103 • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

Analysis

We explored various options and found that our most effective and cost-effective option was Econo Lodge in Monticello, Florida. As discussed with the Econo Lodge, the rates will not exceed the standard government rate. We will rent the rooms as needed and any contract will include a County at-will ceasation clause.

Our County does not have any internal infrastructure that would feasibly support this effort. Our traditional sheltering is comprised of School Buildings and those are our primary site for general population sheltering during a hurricane. Also, the School facilities would have to be deconned after use and would be a logistical and security burden that we are not able to take on locally. Our best options to safely and effectively house those that we requested approval for would be to house them in hotel rooms where they would be able to have dedicated areas that are easily deconned as well as restroom and shower facilities that are not shared with others. These locations would also give them privacy to discuss their private health information with their physician.

Justification

Also, Taylor County requests include sheltering members of the general public in a non-congregate manner required as a result of mitigation measures required by the nationwide pandemic. The addition of members of the general public to the approved targeted population would occur only if there is a circumstance whereby sheltering of this population would be required. This part of our request would only be enacted when the traditional method of congregate sheltering is unable to be used due to COVID-19's spread throughout the County and we must ensure public health and safety are not compromised for the individuals who are in need of sheltering.

As of now, the initial plan is for Taylor County to utilize Taylor County Elementary at 1600 Green Street, Perry, FL for general population hurricane sheltering. We will utilize the cafeteria, class hallways, and classrooms if necessary. Red Cross, Taylor County CERT, Taylor County School Board employees, with assistance from Taylor DOH will staff the shelter. Taylor County Animal Control will run the pet friendly shelter on the 3rd grade wing of the school. The fifth grade wing will be utilized for symptomatic patients that present to the shelter. This area will allow for segregation from the general population. Due to the spacing requirements received from Red Cross, Taylor County is partnering with a local hotel for more spacing if required.

Thank you,

Kristy Anderson

Kristy Anderson
Director
Taylor County Sheriff's Office
Division of Emergency Management

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-83

(Emergency Management - COVID-19 –Protective Measures for Vulnerable Populations, Gatherings of Private Citizens and Density of the Workforce)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), older adults and people of any age with serious underlying medical conditions are particularly at risk for severe illness or death due to COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the CDC issued "15 Days to Slow the Spread" guidance advising individuals to avoid social gatherings in groups of more than 10 people and advising older persons and persons with serious underlying health conditions to stay home and away from others; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1.

A. I hereby direct the State Surgeon General and State Health Officer to issue a public health advisory to all persons over 65 years of age urging them to stay home and to take such other measures as necessary to limit their risk of exposure to COVID-19.

B. I further direct the State Surgeon General and State Health Officer to issue a public health advisory to persons that have a serious underlying medical condition that places them at a high risk of severe illness from COVID-19. Consistent with CDC guidance, such conditions include, but not limited to, chronic lung disease or moderate to severe asthma; serious heart conditions; immunocompromised status, including those in cancer treatment; and severe obesity. The Surgeon General's advisory must urge these persons to stay home and to take such other measures as necessary to limit their risk of exposure to COVID-19.

Section 2. I hereby direct the State Surgeon General and State Health Officer to issue a public health advisory against all social or recreational gatherings of 10 or more people.

Section 3. I hereby direct the State Surgeon General and State Health Officer to issue a public health advisory to those who can work remotely urging them to do so.

Section 4. Any action(s) taken or document(s) issued by the State Surgeon General and State Health Officer pursuant to this Executive Order shall not constitute a rule as defined in section 120.52(16), Florida Statutes, and are specifically exempted from any and all requirements or procedures outlined in chapter 120 and section 252.46, Florida Statutes.

Section 5. This Executive Order shall expire upon the expiration of Executive Order 20-52, including any extensions.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of March, 2020.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

2020 MAR 24 PM 9:28

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DECLARATION OF PUBLIC HEALTH EMERGENCY

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that appears to occur through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, as of February 29, 2020, COVID-19 has spread throughout China and to 67 other countries and territories, including 62 cases within the United States; and

WHEREAS, the Centers for Disease Control and Prevention recommends that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on January 30, 2020, the World Health Organization declared a public health emergency of international concern related to COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared that a public health emergency exists nationwide as a result of confirmed cases of COVID-19 in the United States; and

WHEREAS, one Hillsborough County resident and one Manatee County resident have tested presumptively positive for COVID-19; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and therefore directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, implementation of basic precautions of infection control and prevention, including staying at home when ill and practicing respiratory and hand hygiene are necessary to slow or prevent the spread of COVID-19; and

WHEREAS, COVID-19 is a communicable disease with significant morbidity and mortality, and presents a severe danger to public health; and

WHEREAS, COVID-19 is a threat to public health in Florida.

NOW, THEREFORE, I, Scott A. Rivkees, M.D., State Surgeon General and State Health Officer, by virtue of Executive Order Number 20-51 issued by Governor Ron DeSantis, the authority vested in me by section 381.00315, Florida Statutes, and after consultation with

Governor Ron DeSantis and public health officials within the Department of Health, do hereby declare that a public health emergency exists in the State of Florida. In order to respond to this emergency, the following shall commence:

Section 1. In order to protect public health, I find it is necessary for the Florida Department of Health to request assistance from the Centers for Disease Control and Prevention to address this public health emergency.

Section 2. In order to protect public health, I find it is necessary to advise individuals in the State of Florida that have traveled to an area that the Centers for Disease Control and Prevention has issued a Warning Level 3 or Alert Level 2 Travel Health Notice, or have been in close contact with an individual that has traveled to such an area, that develop symptoms of fever, cough, shortness of breath, or difficulty breathing within 14 days of such travel or close contact should immediately contact the Florida Department of Health in their current county and self-isolate until cleared by the Florida Department of Health.

Section 3. In order to protect public health, I find it is necessary to advise any individuals who believe they may have been exposed to COVID-19 to contact their local county health department **prior to** travelling to any physician's office, emergency department, hospital, or urgent care center, to ensure proper protective measures are taken to prevent further risk of spread to others.

Section 4. In order to protect public health, I find it is necessary to remind health care providers, hospitals, and labs that they are required to immediately report all suspected cases of COVID-19 to the local county health department to ensure a prompt public health response to prevent disease among close contacts.

Section 5. In order to protect public health, the Florida Department of Health will maintain an Incident Management Team to coordinate the public health response for the State of Florida.

Section 6. In order to protect public health, the Florida Department of Health, at such time when necessary, may take actions to protect the public health, pursuant to the authority of section 381.00315, Florida Statutes, including quarantine, isolation and other interventions.

Issued this 1st day of March 2020, in Department of Health offices, Tallahassee, Leon County, Florida.

Scott A. Rivkees, M.D.
State Surgeon General

STATE OF FLORIDA
DEPARTMENT OF HEALTH
PUBLIC HEALTH ADVISORY

In Re:
PROTECTIVE MEASURES FOR VULNERABLE POPULATIONS, GATHERINGS OF PRIVATE CITIZENS AND DENSITY OF THE WORKFORCE

Pursuant to the authority granted in Section 381.00315(1), Florida Statutes, and Executive Order 20-83, I, Scott A. Rivkees, M.D., as State Surgeon General and State Health Officer, determine that a public health advisory is necessary as a result of COVID-19 to protect the public health and safety, and hereby issue the following Public Health Advisory.

VULNERABLE POPULATIONS

All individuals over the age of 65 and all individuals of any age with high-risk conditions should remain in their residence and take all measures to limit the risk of exposure to COVID-19. These measures include, but are not limited to: limiting contact with all persons outside of the home and distancing any unavoidable contact by a minimum of six feet; washing hands often with soap and water for at least 20 seconds, or using hand sanitizer with at least 60% alcohol; avoiding unnecessary touching of eyes, nose, and mouth, and washing hands prior to doing so; and cleaning and disinfecting high-touch surfaces, including entryway door handles.

High-risk conditions include, but are not limited to: chronic lung disease; moderate to severe asthma; serious heart conditions; immunocompromised status (as a result of cancer treatment, bone marrow or organ transplant, immune deficiencies, poorly controlled HIV or AIDS, or prolonged use of corticosteroids and other immune weakening medications); cancer; severe obesity (body mass index [BMI]>40); diabetes; renal failure; and liver disease.

GATHERINGS OF PRIVATE CITIZENS

All individuals should cease participation in social or recreational gatherings of more than 10 people. For all gatherings of fewer than 10 people, individuals should practice social distancing by maintaining a distance of at least six feet from each other.

DENSITY OF THE WORKFORCE

All business owners, supervisors, managers and others in charge of conducting business in the state of Florida should allow telework of employees to the extent that can be accomplished without significantly disrupting the ability to conduct business. Employers should make every effort to reduce the onsite workforce to 50% capacity, where possible, to the extent that reduction can be accomplished without significantly disrupting the ability to conduct business.

Issued this 25th day of March 2020, in Department of Health offices, Tallahassee, Leon County, Florida.

Scott A. Rivkees, M.D.
State Surgeon General

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SUBJECT/TITLE:	THE BOARD TO CONSIDER EXTENSION OF DEBRIS CONTRACT WITH CERES ENVIRONMENTAL.
Meeting Date:	JULY 6, 2020

Statement of Issue: THE BOARD TO CONSIDER EXTENSION OF DEBRIS CONTRACT WITH CERES FOR A ONE YEAR PERIOD. THE ORIGINAL CONTRACT WAS EXECUTED ON AUGUST 11, 2017.

Recommendation: **APPROVE**

Fiscal Impact: $ N/A **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FUNCTION OF THE COUNTY DEBRIS AGREEMENT IS TO REMOVE DEBRIS FROM PUBLIC RIGHT OF WAY, DRAINAGE AREAS, WATERWAYS, AND OTHER AREAS DESIGNATED AS ELIGIBLE BY THE COUNTY.

Options:
1. APPROVE
2. NOT APPROVE

Attachments:
1. CERES ENVIRONMENTAL EXTENSION CONTRACT FOR ONE YEAR.
2. ORIGINAL CERES ENVIRONMENTAL CONTRACT EXECUTED 8-11-17.

Agreement for Contract Extension
TAYLOR COUNTY, FLORIDA

Contract Title: RFP#: 2017 Disaster Debris Management Services

Contract Term: August 14, 2017- August 14, 2020

Renewal Number: 1

Renewal Period: August 14, 2020- August 14, 2021

Contractor: Ceres Environmental Services Inc
6968 Professional Pkwy E
Sarasota FL 34240

Description of Renewal Notice:

In accordance with the renewal provision included in the original contract, Disaster Debris Management Services, all specifications, terms and conditions are to remain the same during the contract renewal period. This is the first renewal option to be used. Pursuant to this renewal agreement, the contract is hereby being extended thru to August 14, 2021.

Accepted by the following authorized representatives on behalf of Taylor County, FL and the Contractor, Ceres Environmental Services Inc.

CERES ENVIRONMENTAL SERVICES INC.

Sign: _____
Tia Laurie, Corporate Secretary

Date: _____

TAYLOR COUNTY, FLORIDA

Sign: _____

Date: _____

CONTRACT TO PROVIDE DISASTER DEBRIS MANAGEMENT SERVICES

By and Between

COUNTY OF TAYLOR, FLORIDA

and

CERES ENVIRONMENTAL SERVICES, INC.

THIS CONTRACT is made and entered into on the dates hereinafter indicated, by and between the COUNTY OF TAYLOR, hereinafter referred to as "COUNTY", a political subdivision of the State of FLORIDA, and CERES ENVIRONMENTAL SERVICES, INC., hereinafter referred to as "CERES", a non-Florida corporation authorized to do and doing business in the State of Florida, represented herein by its Director of Administration, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, COUNTY requires a pre-placement service contract for disaster debris collection, processing and disposal services; and

WHEREAS, COUNTY prepared and issued a formal Request for Proposal No. N/A, requesting proposals from qualified firms to provide disaster debris collection, processing and disposal services, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, CERES submitted a formal proposal in response to the Request to provide disaster debris collection, processing and disposal services dated June 2nd 2017, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, CERES submitted "Ceres' Price Proposal" in furtherance of its proposal to provide disaster debris collection for processing and disposal services dated May 31st 2017 hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, COUNTY and CERES are now desirous of entering into a final and binding contract for disaster debris collection, processing and disposal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, COUNTY and CERES hereby agree as follows, to-wit:

SECTION 1 – GENERAL

This Contract for disaster debris collection, processing and disposal services will commence upon signature of the Chair of the Board of County Commissioners.

CERES will provide disaster debris collection, processing and disposal services to COUNTY in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide disaster debris collection, processing and disposal services;
2. The Request for Proposal ("Exhibit A")
3. The Proposal ("Exhibit B")
4. Fee Schedule ("Exhibit C")

SECTION 2 – SCOPE OF SERVICES

COUNTY hereby engages CERES to provide disaster debris collection, processing and disposal services in accordance with the terms and conditions stated in Exhibit A. The Scope of Services specifically includes those items listed in "Scope of Services ("Exhibit A"). This Contract is a pre-placement contract that can be activated by COUNTY in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of CERES's services under this Contract will therefore be on an as-needed basis as requested by COUNTY. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

SECTION 3 – MAXIMUM CONTRACT AMOUNT

The Contract is based on Unit Pricing as set forth in CERES's Fee Schedule (dated May 31st 2017) which is attached hereto as "Exhibit C" and incorporated herein by reference.

SECTION 4 – CONTRACT PERIOD

This is a three (3) year Contract commencing on the signature of the Chair of the Board of County Commissioners [per Section I. Background] with the option of two (2) one (1) year extensions, upon agreement by both parties under the same terms and conditions. Work under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

SECTION 5 – OWNERSHIP OF DEBRIS

Unless otherwise directed by COUNTY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by CERES and such titled or registered debris shall not become property of CERES.

SECTION 6 - AUDIT OF RECORDS

The monitoring and auditing of CERES's records shall be allowed to COUNTY's Finance Department and any other appropriate COUNTY entities, or other third parties as designated by COUNTY.

SECTION 7 – INSURANCE AND BOND REQUIREMENTS

INSURANCE.

CERES agrees to keep the following insurance in full force and effect during the term of this Contract. CERES must also name COUNTY, as additional insured, while working within the boundaries of the COUNTY. Contractor agrees to provide COUNTY at any time requested, or at least annually, with proof that such insurance is in force and the premiums therefore fully paid. The Contractor shall give notice to the City in writing of any cancellation within thirty (30) business days of cancellation.

(a) Ceres shall provide General Liability Insurance coverage of not less than $1,000,000.00.

(b) Ceres shall provide Automobile Insurance coverage for all owned, non-owned and hired vehicles with limits of not less than $1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability).

(c) Ceres shall provide Professional Liability coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

(d) County must be listed as additional insured.

(e) Worker's Compensation shall comply with Florida's statutory limits.

PERFORMANCE AND PAYMENT BONDS.

Within five days after receipt of the initial Task Work Order or subsequent Task Work Orders pursuant to this Contract and at all times during the term hereof, including renewals and extensions, CERES shall furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the total amount of the Task Work Orders. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of COUNTY, and having COUNTY'S approval. The Surety's Florida Licensed Insurance Agent's name, address, and telephone number must be clearly stated on the Contract Bond form. The Contractor may choose to furnish separate Contract Bonds for each Task Work Order.

SECTION 8 – TERMINATION

COUNTY may terminate this Contract for cause based on the non-compliance of CERES to meet the terms and/or conditions of the Contract; provided that COUNTY shall give CERES written "Notice of Non-Compliance" specifying CERES's non-compliance. If within ten (10) days of receipt of written "Notice of Non-Compliance" CERES shall not have corrected such non-compliance and thereafter proceeded diligently to complete such correction then COUNTY may, at its option, place CERES in default and the Contract shall terminate on the date specified in such notice. CERES may exercise any rights available to it under Florida law to terminate for cause upon the failure of COUNTY to comply with the terms and conditions of this Contract; provided that CERES shall give COUNTY written notice specifying COUNTY's non-compliance.

COUNTY may terminate the Contract at any time by giving thirty (30) day's written notice to CERES of such termination or negotiating with CERES an effective date.

In the event of the termination of this Contract because of any of the above CERES shall be paid for Work performed in a satisfactory manner prior to CERES's receipt of written notice of termination.

SECTION 9 – INDEPENDENT CONTRACTOR

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, CERES shall be acting in the capacity of independent contractor and not as an employee of COUNTY. COUNTY shall not be obligated to any person, firm, corporation, or other entity of any obligation of CERES arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

CERES shall at all times remain an independent contractor with respect to the services to be performed under this Contract. CERES understands and agrees that COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of CERES, as CERES is an independent contractor.

SECTION 10 – CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B and C represent the entire agreement between COUNTY and CERES and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

SECTION 11 – APPLICABLE LAW AND VENUE

This Contract shall be consummated in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court of COUNTY, FL; and by entering into this Contract, CERES expressly waives any objections it has or may have to jurisdiction and venue, regardless of CERES's residence or domicile.

SECTION 12 – INDEMNIFICATION

To the fullest extent permitted by law, CERES shall protect, defend, indemnify, save and hold harmless COUNTY, all COUNTY departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CERES, its agents, servants,

and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by CERES as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of COUNTY, its agents and/or employees. CERES agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

SECTION 13 – NOTICES

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to COUNTY at the following address:

Ted Lakey, County Administrator

The Taylor County Board of County Commissioners
COUNTY OF TAYLOR
201 East Green Street
PERRY, FL 32347

Notices should be sent to CERES at the following address:

Tia Laurie, Director of Administration
CERES ENVIRONMENTAL SERVICES, INC.
6968 Professional Parkway East
Sarasota, FL 34240

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

SECTION 14 – SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Florida. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract

and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

SECTION 15 – ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of COUNTY.

SECTION 16 - DISCRIMINATION CLAUSE

CERES agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and CERES agrees to abide by the requirements of the Americans with Disabilities Act of 990. CERES agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CERES, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 17 -OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by CERES in connection with the performance of the services contracted for herein shall become the property of COUNTY, and shall, upon request, be returned by CERES to COUNTY, at CERES's expense, at the termination or the expiration of this Contract.

SECTION 18 - CODE OF GOVERNMENTAL ETHICS

CERES acknowledges that the Florida Statutes (Code of Governmental Ethics) applies to CERES in the performance of services and work called for in this Contract. CERES agrees to immediately notify COUNTY if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SECTION 19 - FEDERAL CLAUSES

CERES agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(1) In accordance with 2 C.F.R. § 200.321, CERES shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps for the prime contractor to take regarding subcontractors must include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

B. Debarment and Suspension:

COUNTY and CERES are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CERES is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CERES must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by CERES. If it is later determined that CERES did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) CERES agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

D. DHS Seal, Logo, and Flags

The contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is contract financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

G. Program Fraud and False or Fraudulent Statements or Related Acts

CERES acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. THE CONTRACTOR SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

[X] **Federally Assisted Construction Contract**

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

[X] PROCUREMENT OF RECOVERED MATERIALS

COUNTY and CERES must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

[X] FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

(1) Without invalidating the contract, COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.

(2) The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

(3) Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of COUNTY'S Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

(a) In addition to the requirements of the Florida Public Records Law, Chapter 119, all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, If XXVI (2013).

(b) The contractor agrees to provide COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

[X] CONTRACTS IN EXCESS OF $100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

(3) Withholding for unpaid wages and liquidated damages. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(4) Subcontracts. CERES or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS IN EXCESS OF $150,000.00

CLEAN AIR ACT

(1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CERES agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) CERES agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA. FEDERAL WATER POLLUTION CONTROL ACT (1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CERES agrees to report each violation to COUNTY and understands and agrees that COUNTY, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

WITNESSES:

_____

_____

COUNTY OF TAYLOR, FLORIDA

By: _____

Date:

WITNESSES:

_____

CERES ENVIRONMENTAL SERVICES, INC.

By: _____
Tia Laurie – Director of Administration

Date: 8-11-17

APPROVED AS TO FORM:

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Ceres Environmental Services Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

TIA LAURIE - DIRECTOR OF ADMINISTRATION
Name and Title of Contractor's Authorized Official

Date 8-11-17

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated August 11th, 2017

CERES ENVIRONMENTAL SERVICES INC.
Contractor

By _____
(Signature)

By TIA LAURIE - DIRECTOR OF ADMINISTRATION.
(Name and Title)

STATE OF FLORIDA)
) SS.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 11th day of AUGUST, 2017, by TIA LAURIE who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 11th day of AUGUST, 2017.

(NOTARY SEAL)
_____
[Signature]
DONNA CARDARELLI
(Print Name)
ADMINISTRATIVE ASSISTANT
(Title)

DONNA CARDARELLI
Notary Public - State of Florida
My Comm. Expires Feb 2, 2018
Commission # FF 088871

My commission expires: Feb 2nd 2018

	ITEM DESCRIPTION	UNIT PRICE
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles $ $7.98 /cy 16.0-30.9 miles $ $8.58 /cy 31-60 miles $ $8.98 /cy
2	DMS SITE MANAGEMENT. Management of disaster related debris delivered to the DMS by the Contractor or County.	$ $1.48 /cy
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	$ $2.65 /cy
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	$ $1.18 /cy
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	$ $0.78 /cy
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles $ $3.98 /cy 16.0-30.9 miles $ $4.48 /cy 31-60 miles $ $6.48 /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles $ $4.18 /cy 16.0-30.9 miles $ $4.68 /cy 31-60 miles $ $6.68 /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles $ $7.48 /cy 16.0-30.9 miles $ $7.98 /cy 31-60 miles $ $9.98 /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	$ $4.85 /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles $ $3.98 /cy 16.0-30.9 miles $ $4.48 /cy 31-60 miles $ $5.48 /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles $ $5.48 /cy 16.0-30.9 miles $ $6.48 /cy 31-60 miles $ $9.98 /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	$ $80.00 /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	$ $45.00 /tree $ $63.00 /tree $ $81.00 /tree $ $99.00 /tree $ $117.00 /tree
13	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter	$ $60.00 /stump

	36 inches to 47.99 inches diameter Greater than 48 inches diameter	$ [illegible] /stump $ $140.00 /stump
14	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	$ $50.00 /unit
15	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	$ $16.00 /unit
16	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	$ $11.78 /cy
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	$ $4.00 /lb.
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	$ $18.50 /each
19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	$ $8.00 /each

20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	$ $0.98 /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	$ $9.75 /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	$ $16.00 /per linear foot
	10.1 feet to 20 feet(average width)	$ $21.00 /per linear foot
	20.1 feet to 35 feet(average width)	$ $27.00 /per linear foot
	Greater than 35 feet(average width)	$ $33.00 /per linear foot

CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	$ 120.00
2.	JD 644 Wheel Loader with debris grapple	$ 138.00
3.	Extendaboom Forklift with debris grapple	$ 72.00
4.	753 Bobcat Skid Steer Loader with debris grapple	$ 78.00
5.	753 Bobcat Skid Steer Loader with bucket	$ 75.00
6.	753 Bobcat Skid Steer Loader with street sweeper	$ 82.00
7.	30-50 H Farm Tractor with box blade or rake	$ 68.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	$ 108.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	$ 115.00
10.	JD 648E Log Skidder or equivalent	$ 125.00
11.	CAT D4 Dozer	$ 118.00
12.	CAT D5 Dozer	$ 128.00
13.	CAT D6 Dozer	$ 142.00
14.	CAT D7 Dozer	$ 149.00
15.	CAT D8 Dozer	$ 164.00
16.	CAT 125 – 140 HP Motor Grader	$ 155.00
17.	JD 690 Trackhoe with debris grapple	$ 184.00
18.	JD 690 Trackhoe with bucket and thumb	$ 179.00
19.	Rubber Tired Excavator with debris grapple	$ 188.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	$ 112.00
21.	210 Prentiss Knuckleboom with debris grapple	$ 154.00
22.	CAT 623 Self-Loader Scraper	$ 145.00
23.	Hand-Fed Debris Chipper	$ 98.00
24.	30 Ton Crane	$ 196.00
25.	50 Ton Crane	$ 275.00

26. 100 Ton Crane (8 hour minimum)	$ [illegible]
27. 40 – 60' Bucket Truck	$ [illegible]
28. Greater than 60' Bucket Truck	$ [illegible]
29. Fuel/ Service Truck	$ [illegible]
30. Water Truck	$ [illegible]
31. Portable Light Plant	$ [illegible]
32. Lowboy Trailer with Tractor	$ [illegible]
33. Flatbed Truck	$ [illegible]
34. Pick-up Truck (unmanned)	$ [illegible]
35. Self-Loading Dump Truck with debris grapple	$ [illegible]
36. Single Axel Dump Truck, 5 – 12 cu. yd.	$ [illegible]
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	$ 74.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	$ [illegible]
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	$ [illegible]
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	$ [illegible]
41. Chainsaw (without operator)	$ [illegible]
42. Temporary Office Trailer	$ 24.00
43. Mobile Command and Communications Trailer	$ 48.00
44. Laborer, with small hand tools	$ 37.00
45. Skilled Sawman	$ 41.00
46. Crew Foreman with cell phone	$ 58.00
47. Tree Climber	$ 54.00
48. Fast Picker Barge	$ 420.00
49. Barge with push boat	$ 650.00
50. Management Boat	$ 132.00

All equipment rates include the cost of the operator, fuel, and maintenance.
All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.

B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.

C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.

E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other materials removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The Respondent agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: Ceres Environmental Services, Inc.
Address (City, State, Zip Code): 6568 Professional Parkway East, Sarasota, FL 34240
Office Phone, Fax Number, and Email: Tel. (800) 218 - 4424; Fax: (866) 228 - 5638; dawn.brown@ceresenv.com
Business Representative Name and Title: Ron Nuffings, Chief Financial Officer
Signature of Representative: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343	CONTACT NAME: Kelly Preston PHONE (A/C, No, Ext): (952)653-1000 FAX (A/C, No): (952)933-2102 E-MAIL ADDRESS: kpreston@christensengroup.com
INSURED: CERES ENVIRONMENTAL SERVICES, INC. 6968 Professional Pkwy East Sarasota FL 34240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Old Republic General Insurance — 24139 INSURER B: Aspen Specialty Insurance — 10717 INSURER C: Evanston Insurance Company — 03759 INSURER D: — INSURER E: — INSURER F: —

COVERAGES CERTIFICATE NUMBER: 16-17 - LIAB - FL - REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ASCG11261600 General Liability Deduct $10,000	8/18/2016	8/18/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ASCA11261600	8/18/2016	8/18/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXL004LM16	8/18/2016	8/18/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			Policy includes Longshore Harbor Endt for FL ASCW11261600	8/18/2016	8/18/2017	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Pollution			16CPLOM40040	8/18/2016	8/18/2017	Per Occ/Agg Limits:	$10,000,000
C	Prof Liab/Claims Made			16CPLOM40040 $100K Ded	8/18/2016	8/18/2017	Limit (retro date 8/18/14)	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Taylor County is included as an Additional Insured regarding all policies excluding Workers Compensation and Professional Liability when required by written contract.

CERTIFICATE HOLDER

Taylor County
591 US Highway 27 East
Perry, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tyler Simmons/KP

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE TAYLOR COUNTY BOCC CHAIR'S SIGNATURE FOR FEMA NON-CONGREGATE SHELTERING REQUEST.
Meeting Date:	JULY 6, 2020

Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE TAYLOR COUNTY BOCC CHAIR'S SIGNATURE ON THE FEMA NON-CONGREGATE SHELTERING REQUEST. THIS APPROVAL IS REQUIRED BEFORE THE COUNTY CAN RECEIVE FEMA PUBLIC ASSISTANCE FUNDING FOR RELATED EXPENSES.

Recommendation: **APPROVE**

Fiscal Impact: $ N/A **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: IN ACCORDANCE WITH SECTION 502 OF THE ROBERT T. STAFFORD DISASTER AND RELIEF EMERGENCY ASSISTANCE ACT, ELIGIBLE EMERGENCY PROTECTIVE MEASURES TAKEN TO RESPOND TO THE COVID-19 EMERGENCY AT THE DIRECTION OF GUIDANCE OF STATE, LOCAL, TRIBAL, AND TERRITORIAL HEALTH OFFICIALS MAY BE REIMBURSED UNDER CATEGORY B OF FEMA'S PUBLIC ASSISTANCE PROGRAM.

Options:
1. APPROVE
2. NOT APPROVE

Attachments:
1. TAYLOR COUNTY NON-CONGREGATE SHELTERING REQUEST
2. FEMA CHECKLIST/ANALYSIS AND JUSTIFICATION

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

June 4, 2020

Jared Moskowitz
State Coordinating Officer / Governor's Authorized Representative

RE: FEMA Non-Congregate Sheltering Request

Dear Mr. Jared Moskowitz:

Taylor County requests approval for a County established and managed COVID-19 pandemic outbreak non-congregate sheltering and support services.

Per FEMA COVID-19 Fact Sheets: Non-Congregate Sheltering Delegation of Authority; Procurement During Emergency/Exigent Circumstances Fact Sheet; and Eligible Emergency Protective Measures Fact Sheet; the following information is provided.

The non-congregate sheltering must be at the direction of and documented through an official order signed by a state, local, tribal, or territorial public health official.

- The Taylor County Emergency Management working in conjunction with federal, state, and local health authorities in responding to the Public Health and Presidentially declared National Emergency, as well as to Governor's Emergency Proclamation on COVID-19 related matters, directed the isolation and quarantine of those non-hospital, admitted, suspected or recovered COVID-19 patients in non-congregate sheltering per best available health authorities guidance. These actions are prudent and necessary to isolate and prevent the spread of COVID-19, in accordance with the Governor's Executive Order 20-83 on March 24, 2020 and further ordered by the State of Florida Department of Health's Declaration of Public Health Emergency dated March 1, 2020 and subsequent Public Health Advisory dated March 25, 2020 for COVID-19 as a result of Executive Order 20-83. Based on coordination with the local public health official in Taylor County, we are submitting this request for non-congregate sheltering in support of section 6 of the State of Florida Department of Health Declaration of Public Health emergency.

Any approval is limited to that which is reasonable and necessary to address the public health needs of the event and should not extend beyond the duration of the Public Health Emergency.

- The Taylor County elected officials responding at the direction and guidance of public health officials and emergency management personnel, will establish and manage non-congregate sheltering for the minimum time necessary to meet the public health needs of the COVID-19 Public Health Emergency.

Applicants must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in their contracts.

- Taylor County will follow local and state contracting requirements as well as the criteria outlined in the FEMA Procurement Under Grants Conducted Under Exigent or Emergency Circumstances Fact Sheet guidance. In addition, a termination for convenience clause will be included in the contracts.

Prior to approval, the applicant must provide an analysis of the implementation options that were considered and a justification for the option selected.

- Taylor County will provide a cost and feasibility analysis of the non-congregate sheltering options considered given the affected population affected, the criteria for meeting either quarantine or isolation, and any additional criteria required by cognizant public health authorities. In addition, a justification will be provided for the selected option.
- If requesting a waiver for approval after the fact the justification needs to be provided as to why it was not requested prior to implementation

The funding for non-congregate sheltering to meet the needs of the Public Health Emergency cannot be duplicated by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

- Taylor County understands that funding for non-congregate sheltering to meet the needs of the Public Health Emergency cannot be duplicated by another federal agency and has not received funding for this requested non-congregate sheltering from any other federal funding source.

Applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and must be adhered to as a condition of assistance.

- Taylor County, as part of the siting of non-congregate sheltering will comply with all local and state requirements. In addition, it is understood that given the nexus of federal funding, applicable federal environmental and historic preservation laws, regulations, and executive orders apply and must be adhered to as a condition of federal financial assistance

If there are any questions regarding this request for FEMA Non-Congregate Sheltering, please contact Kristy Anderson at 850-838-3575 / kristy.anderson@taylorsheriff.org.

Sincerely,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

Enclosures:

- Analysis of implementation options considered and justification for option selected
- Siting permits for non-congregate sheltering
- Governor's Executive Order 20-83
- State of Florida Department of Health's Declaration of Public Health Emergency
- State of Florida Department of Health's Public Health Advisory for COVID-19 as a result of Executive Order 20-83

NON-CONGREGATE SHELTERING CHECKLIST

Coronavirus 2019 (COVID-19)

In a memo distributed on March 18, 2020, FEMA recognizes that non-congregate sheltering may be necessary in this Public Health Emergency to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. In accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of state, local, tribal, and territorial public health officials may be reimbursed under Category B of FEMA's Public Assistance program.

By initialing each line, I Kristy Anderson, Director, with Taylor County Sheriff's Office Division of Emergency Management, acknowledge and accept the conditions and regulations noted. In the case of the bulleted subpoints, my mark acknowledges the documentation status.

KA 1. The non-congregate sheltering must be at the direction of and documented through an official order signed by a state, local, tribal, or territorial public health official.

Yes
- This order is attached to this form.
- This order is not attached to this form.

Additional Information: Letter from Chairman of the Board of County Commissioners attached.
Hotel agreement with Capital City Travel Center including property appraiser's site map.
Non-Congregate sheltering hotel flow chart.

KA 2. Any approval is limited to that which is reasonable and necessary to address the public health needs of the event and should not extend beyond the duration of the Public Health Emergency.

Additional Information:
Non-congregate sheltering for healthcare workers, first responders and local populations either individuals or families requiring isolation and quarantine due to COVID-19 status.

KA 3. We shall follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in our contracts.

Additional Information:
We shall follow FEMA's Procurement under grants conducted under exigent or emergency circumstances guidance and include a termination for convenience clause in our contracts.

KA 4. Prior to approval, we shall provide an analysis of the implementation options that were considered and a justification for the option selected.

Yes • The analysis is attached to this form.

Yes • The justification is attached to this form.

Additional Information:

Letter from Pam Feagle, Chairperson of the Board of Taylor County Commissioners is attached.

KA 5. The funding for non-congregate sheltering to meet the needs of the Public Health Emergency cannot be duplicated by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

Additional Information:

No other federal non-congregate housing options are available in Taylor County for healthcare workers, first responders, and local populations for isolation and quarantine due to COVID-19 status.

KA 6. Applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and must be adhered to as a condition of assistance.

Additional Information:

Applicable Environmental and Historical Preservation laws, regulations, and executive orders will be adhered to.

Signature	Kristy Anderson, Director	May 26, 2020
	Printed Name	Date

Taylor County Sheriff's Office - Division of Emergency Management	59-6000879
Organization	FEIN

Sheriff

WAYNE PADGETT – TAYLOR COUNTY
108 N. Jefferson Street, Suite 103 • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

Analysis

We explored various options and found that our most effective and cost-effective option was Econo Lodge in Monticello, Florida. As discussed with the Econo Lodge, the rates will not exceed the standard government rate. We will rent the rooms as needed and any contract will include a County at-will ceasation clause.

Our County does not have any internal infrastructure that would feasibly support this effort. Our traditional sheltering is comprised of School Buildings and those are our primary site for general population sheltering during a hurricane. Also, the School facilities would have to be deconned after use and would be a logistical and security burden that we are not able to take on locally. Our best options to safely and effectively house those that we requested approval for would be to house them in hotel rooms where they would be able to have dedicated areas that are easily deconned as well as restroom and shower facilities that are not shared with others. These locations would also give them privacy to discuss their private health information with their physician.

Justification

Also, Taylor County requests include sheltering members of the general public in a non-congregate manner required as a result of mitigation measures required by the nationwide pandemic. The addition of members of the general public to the approved targeted population would occur only if there is a circumstance whereby sheltering of this population would be required. This part of our request would only be enacted when the traditional method of congregate sheltering is unable to be used due to COVID-19's spread throughout the County and we must ensure public health and safety are not compromised for the individuals who are in need of sheltering.

As of now, the initial plan is for Taylor County to utilize Taylor County Elementary at 1600 Green Street, Perry, FL for general population hurricane sheltering. We will utilize the cafeteria, class hallways, and classrooms if necessary. Red Cross, Taylor County CERT, Taylor County School Board employees, with assistance from Taylor DOH will staff the shelter. Taylor County Animal Control will run the pet friendly shelter on the 3rd grade wing of the school. The fifth grade wing will be utilized for symptomatic patients that present to the shelter. This area will allow for segregation from the general population. Due to the spacing requirements received from Red Cross, Taylor County is partnering with a local hotel for more spacing if required.

Thank you,

Kristy Anderson

Kristy Anderson
Director
Taylor County Sheriff's Office
Division of Emergency Management

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Budget Amendment for Sheriff's Office for Off Duty Deputy Detail and Grants Reimbursement
MEETING DATE REQUESTED:	July 6th, 2020

Statement of Issue: Request that the SO be allowed to keep reimbursement amounts from 10/1-6/30/20 in the amount of $203,357.36

Special Deputy Detail - $39,987.50
Mobile Crisis Agreement - $43,330.00
DOT Grant – Speeding & Aggressive Driving - $10,742.86
COVID-19 Grant - $41,132
Guardian Grant - $68,165.00

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: **Sheriff Wayne Padgett**

Contact: **Chief Deputy Marty Tompkins**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

NOTE: We have been funding the payroll to pay the off duty deputies out of the SO operating budget. The amendment would be to reimburse the overtime expense to provide this service to the community and the expenses associated to the grants.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the first of three amendments Taylor County will be submitting to the Gulf Consortium for inclusion into the State Expenditure Plan (SEP). The first amendment is for the possible acquisition of the Spring Warrior boat ramp site and the development thereof.
MEETING DATE REQUESTED:	July 6, 2020

Statement of Issue: **Board to review and approve Amendment to the State Expenditure Plan for the proposed acquisition and development of Spring Warrior boat ramp site.**

Recommended Action: **Approve the Amendment to the SEP.**

Fiscal Impact: **Not applicable at this time.**

Budgeted Expense: Y/N **Not applicable at this time.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Gulf Consortium SEP for Taylor County currently only has land acquisition for previously determined sites along the County coastline. The Board has decided not to move forward with those projects and has determined the following should be the projects in the SEP: Acquisition of Spring Warrior to be developed into a public recreational boating facility; the complete rehabilitation of Hodges Park; and coastal by-pass road projects at Keaton Beach and Steinhatchee to alleviate existing boating traffic. The Hodges Park and By-Pass projects will be on the August Board agenda for approval and submission to the Gulf Consortium. Upon approval of the amendments by the Board, a 45 day public input and comment process will be required as per the Gulf Consortium guidelines. It is important to note that the County cannot submit grant application(s) to the Consortium for approval until the Consortium approves the proposed projects for inclusion into the SEP. The amendments reflect that the County wishes to move forward immediately with the acquisition**

of Spring Warrior and the development thereof and the improvements to Hodges Park. The by-pass projects will move forward at a later day as funding becomes available through the budget as set forth by the SEP and Gulf Consortium.

Attachments: Spring Warrior Amendment to the SEP

State of Florida

STATE EXPENDITURE PLAN – Amendment 1 (April 2019)

Submitted Pursuant to the Spill Impact

Component of the RESTORE Act

33 U.S.C. § 1321(t)(3)

Executive Summary

State Certification of RESTORE Act Compliance

In accordance with Section 5.2.2 of the SEP Guidelines provided by the Council, the Gulf Consortium hereby certifies the following:

- All projects, programs, and activities included in the Florida SEP amendment are eligible activities as defined by the RESTORE Act.
- All projects, programs, and activities included in the Florida SEP amendment contribute to the overall economic and/or ecological recovery of the Gulf Coast.
- The FL SEP amendment takes into consideration the Comprehensive Plan and is consistent with the goals and objectives of the Comprehensive Plan.
- Issues crossing Gulf State boundaries have been evaluated to ensure that a comprehensive, collaborative ecological and economic recovery is furthered by the Florida SEP.
- All projects, programs, and activities included in the SEP are based on and/or informed by the Best Available Science as defined in the RESTORE Act.

Public Participation Statement

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Financial Integrity

The Consortium is the legal entity in Florida responsible for implementation of this Florida SEP amendment, and will be the direct recipient of grant funds disbursed by the Council to the State of Florida pursuant to the Spill Impact Component of the RESTORE Act. The full SEP (https://www.gulfconsortium.org/state-expenditure-plan) should be referred to for additional detail on the financial integrity of the Gulf Consortium.

Overall Consistency with the Goals and Objectives of the Comprehensive Plan

The process for goal development and the consistency of Florida SEP activities with the Council Comprehensive Plan is described in detail in the Florida SEP. This SEP amendment is fully consistent with, and furthers, the Council's Comprehensive Plan. The projects, programs, and activities proposed in this Florida SEP amendment were nominated through a county-driven process.

Compliance with 25 Percent Infrastructure Limitation

In accordance with Section 4.2.2 of the Council's SEP Guidelines, the State of Florida hereby

certifies that the proposed projects, programs, and activities described in Section V of this SEP comply with the 25 percent infrastructure limitation. For SEP purposes, the term "infrastructure" has the same meaning as provided in 31 Code of Federal Regulations (CFR) Section 34.2. The 25 percent infrastructure limitation is defined in the RESTORE Act, 33 U.S.C. Section 1321(t)(3)(B)(ii). This provision states that not more than 25 percent of the allocated Spill Impact Component funds may be used by a State for infrastructure projects for RESTORE Act Eligible Activities 6 and 7, which include:

- Eligible Activity 6: Infrastructure projects benefiting the economy or ecological resources, including port infrastructure
- Eligible Activity 7: Coastal flood protection and related infrastructure.

This proposed amendment does not alter the total amount of funds in the State Expenditure Plan dedicated to infrastructure projects i.e., eligible activities 6 and 7.

SPRING WARRIOR

Project Name

PROJECT NO. 10-1

PROJECT DESCRIPTION

Overview and location

The Spring Warrior Project involves the acquisition of a coastal parcel located directly on the Gulf and construction of a boat ramp and other recreational amenities to improve public access to the coastal zone. The location of the potential acquisition site under consideration at this time is shown in Figure 10-1A.

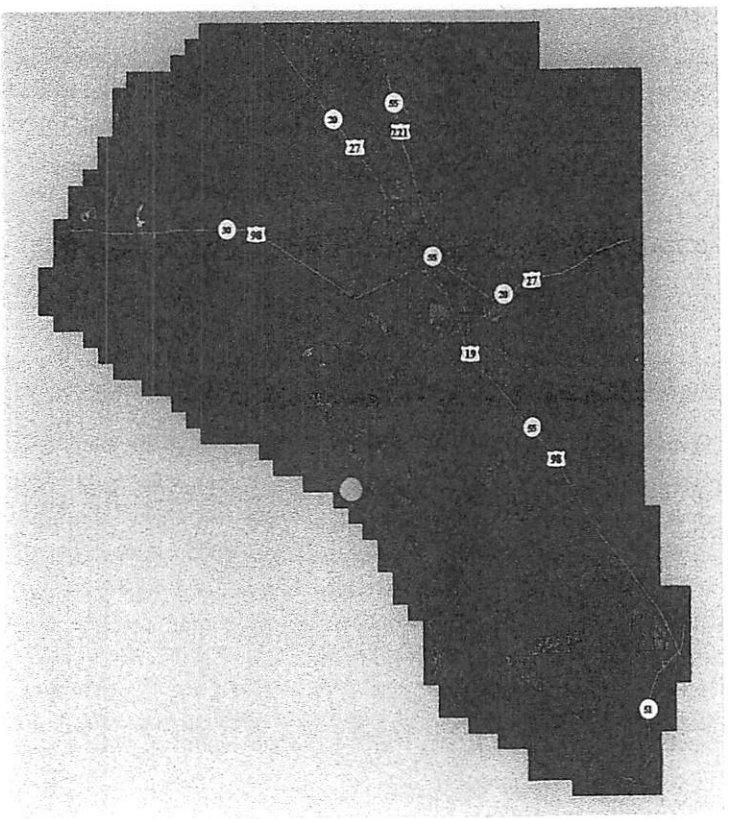

Figure 10-1A. Location of potential boat ramp at Spring Warrior in Taylor County.

Need and Justification

Taylor County ranks second only to Monroe County among Florida Gulf Coast counties in the number of miles of shoreline. Taylor County lands include the Big Bend Wildlife Management Area, Hickory Mound, Snipe Island, Spring Creek, and Tide Swamp units, totaling over 60,000 acres of public land managed by Florida Fish and Wildlife Conservation Commission (FWC). For all this shoreline and public land, there are very few public boat ramps for boaters to access the Gulf waters. In addition, the nearshore waters of Taylor County support extensive seagrass resources and a burgeoning scallop fishery. This fishery draws thousands of local boaters and visitors from other areas during the summer scallop harvesting season, which is open from July through September.

Taylor County currently maintains existing public boat ramps at Keaton Beach and Steinhatchee; however, during the summer scallop season, these facilities are strained beyond capacity as visitors come from around Florida and Georgia to ply the nearshore waters. The number of vehicles and vessels causes severe congestion on the roadways and waterways in these two areas of Taylor

County, putting extreme pressure on both the local infrastructure and natural resources.

The Keaton Beach boat ramp also suffers from a poor location at the headwaters of a densely developed residential canal (see Figure 10-1B). This ramp supports a large number of visitors who have to compete with local boat traffic in the narrow canal, creating unsafe boating conditions and localized water pollution. Taylor County residents have become increasingly frustrated with the vehicle and boat traffic problems in these small communities and have asked the County to explore additional boat ramp facilities in Keaton Beach, Steinhatchee, and other areas throughout the county.

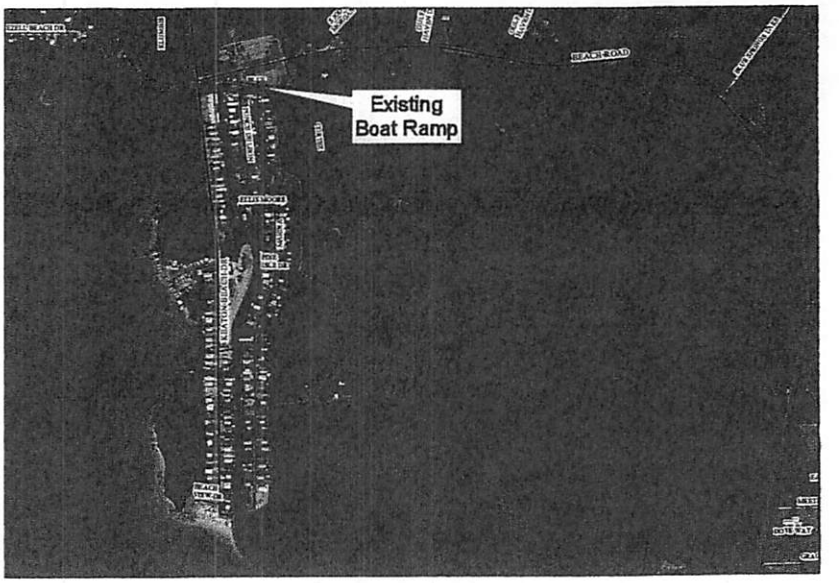

Figure 10-1B. Location of existing Keaton Beach boat ramp

Purpose and Objectives

The purpose of this program is to increase the number of public boat ramp facilities in Taylor County. The objectives of this program are to: (1) improve public access to the Gulf of Mexico; (2) take pressure off existing infrastructure and natural resources at the Keaton Beach and Steinhatchee locations; and (3) enhance the local economy by providing the coastal infrastructure to support a greater number of visitors to Taylor County.

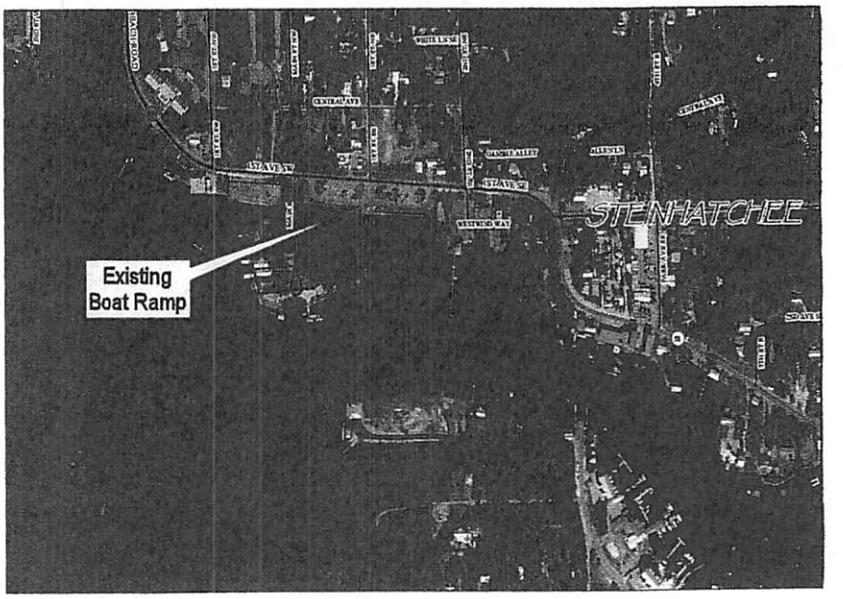

Figure 10-1C. Location of the existing Steinhatchee Boat Ramp.

The Spring Warrior acquisition also includes the development of the site which includes construction of a new launching area with docking, channel improvements (if so needed), parking facilities, and other park amenities needed to accommodate the increasing year round influx of boaters and visitors to the area.

Project Components

Due to the natural undeveloped coastline and extremely shallow nearshore waters of Taylor County, there are limited opportunities for new boat ramp facilities that don't involve substantial environmental impacts. The Spring Warrior site is located directly on the Gulf as shown in Figure 10-1A.

The Spring Warrior site is located in an ideal location and is outside of the high traffic congestion areas at Keaton Beach and Steinhatchee. Spring Warrior is a highly suitable location for a public recreation boat ramp due to the following:

- Relieve existing vehicular traffic congestion
- Relieve existing boat traffic congestion
- Has navigable channel access to the Gulf of Mexico
- Has paved road access
- Has adequate upland area for parking of vehicles and boat trailers
- Has additional upland area for other park amenities.

As the site is currently used as a privately owned commercial boat ramp it is anticipated environmental impacts will be minimized and new development at the site will be easily permittable.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

This program will contribute to economic recovery, vitality, and resilience of the economy of Taylor County and adjacent counties. Scallop season generates a big influx of tourism dollars during the summer months. Keaton Beach, Dekle Beach, and Steinhatchee are the primary developed areas with Gulf access, while the city of Perry also provides lodging for visitors to the area. Of these towns, Perry and Steinhatchee have the most commercial business interests in the form of fuel, restaurants, and hotels. Keaton Beach and Dekle Beach are predominantly made up of private residences that are rented seasonally. Expanding boat access into new areas may bring commercial opportunities to other parts of the county. The County will work closely with FWC and other applicable agencies to ensure a public boating facility at Spring Warrior will be constructed with minimal environmental impacts.

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activities:

- Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational fishing (primary).

Comprehensive Plans Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 5: Restore and Revitalize the Gulf Economy.

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

Implementing Entities

The property acquisition activities will be conducted by Taylor County as a sub-recipient. Design, permitting, and construction of a boat ramp and park facilities will also be conducted by Taylor County.

Best Available Science and Feasibility Assessment

A Best Available Science (BAS) review is required for programs and projects that would restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast. The primary focus of this program is public recreational access and tourism promotion; therefore, BAS does not apply.

This program is considered to be feasible with respect to the ability to: (1) acquire a priority property; (2) obtain necessary permits for location to be acquired; (3) construct recreational amenities; and (4) effectively operate and maintain recreational amenities in perpetuity. Regulatory permitting will address potential impacts to marine habitats and living resources, and cultural resources, as appropriate.

Risks and Uncertainties

The greatest risk in any land acquisition program is securing a willing seller at an affordable price based on appraisal value. Strategies to mitigate this risk will be pursued. Upon completion of an appraisal and an agreed upon purchase price with the land owner, a sales contract will be executed immediately and the County will begin the purchase process with the grant application submission to the Gulf Consortium and approval thereof.

Another risk and uncertainty is the ability to obtain environmental permits for new boat ramp construction. As stated above, the nearshore waters of Taylor County are very shallow, and there are very few natural channels that are reasonably navigable by recreational boaters. Spring Warrior is currently a privately owned commercial boat ramp and it is anticipated the current channel to the Gulf is easily navigable requiring minimal, if any dredging. Coastal parks and recreational amenities are also at risk for damage by tropical storms and sea-level rise. However, the proposed recreational improvements will factor coastal storm hazards and sea-level rise into the design, as appropriate.

Success Criteria and Monitoring

This program involves property acquisition and the construction of boat ramps and other recreational amenities. Specific success criteria will be developed and described in the project grant request. It is anticipated that quantitative success criteria will be developed for:

- The Spring Warrior Project involves property acquisition and construction of a public boat ramp offering other recreational amenities.
- Acquisition of 2.95 acres to be acquired for public coastal access.
- Public boat ramps constructed.
- Increase in recreational use.
- Increase in recreational amenities.
- Increased tourism development opportunities.

In the project grant request, a detailed monitoring program design will be described that addresses data collection and assessment methodologies for the above-listed criteria. Taylor County is committed to conducting the monitoring necessary to quantify project benefits.

Project Milestones and Schedule

The total estimated time horizon of the acquisition and development of Spring Warrior is 3 years. It is expected to start in 2021 and end in 2024. Implementation of this project has been divided into five milestones, as shown in the chart below. The County will begin the acquisition process immediately upon

incorporation into the State Expenditure Plan and the development process will begin shortly after acquisition of the Spring Warrior site.

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Property Appraisals																
Property Acquisition																
Final Design & Permitting																
Construction																
Success Monitoring																

Budget and Funding Sources

Taylor County is committed to allocating its $1,535,000 share of the Florida Spill Impact Component to this program, but will also be seeking other leveraged funding sources to supplement these monies. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Property Appraisals and Survey	$30,000	$30,000
Planning Subtotal	$30,000	$30,000
Property Acquisition	$1,000,000	$1,000,000
Final Design and Permitting	$35,000	$35,000
Construction	$450,000	$450,000
Implementation Subtotal	$1,485,000	**$1,485,000**
Monitoring	$20,000	$20,000
Total Cost	$1,535,000	**$1,535,000**
COMMITTED FUNDING SOURCES		
Spill Impact Component		$1,535,,000
Direct Component		$0
Other grants or co-funding		$0
Other County funds		$0
Total Committed Funding		**$1,535,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
Natural Resource Damage Assessment		
O.11 Conservation Acquisition Revolving Fund		
S.19 Coastal and Estuarine Land Conservation Program (CELCP)		
S.20 Coastal Partnership Initiative -- Florida Coastal Management Program		
S.23 Florida Recreation Development Assistance Program (FRDAP)		
S.26 Land and Water Conservation Fund (LWCF)		
S.33 Stan Mayfield Working Waterfronts Florida Forever Grant Program		

S.45 Florida Boating Improvement Program (FBIP)
S.49 Sport Fish Restoration Program
S.53 Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program

Partnerships/Collaboration

Taylor County will cooperate with all applicable funding agencies, local landowners and all regulatory agencies on the acquisition and development of the site. Taylor County will work particularly closely with Florida Fish and Wildlife Conservation Commission (FWC) to ensure the boat ramp is designed to meet the highest standards in an environmentally friendly manner.

Summary of Projects, Programs, and Activities

An updated project summary table and project sequencing table are also included.

Project Summary Table Legend

RESTORE ACT ELIGIBLE ACTIVITIES

1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region
2. Mitigation of damage to fish, wildlife, and natural resources
3. Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
4. Workforce development and job creation
5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
6. Infrastructure projects benefiting the economy or ecological resources, including port infrastructure
7. Coastal flood protection and related infrastructure
8. Planning assistance
9. Administrative costs of complying with the RESTORE Act
10. Promotion of tourism in the Gulf Coast region, including recreational fishing
11. Promotion of the consumption of seafood harvested from the Gulf Coast region

COUNCIL GOALS

1. **Restore and Conserve Habitat:** Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats.
2. **Restore Water Quality and Quantity:** Restore and protect the water quality and quantity of the Gulf Coast region's fresh, estuarine, and marine waters.
3. **Replenish and Protect Living Coastal and Marine Resources:** Restore and protect healthy, diverse, and sustainable living coastal and marine resources.
4. **Enhance Community Resilience:** Build upon and sustain communities with capacity to adapt to short- and long-term changes.
5. **Restore and Revitalize the Gulf Economy:** Enhance the sustainability and resiliency of the Gulf economy.

COUNCIL OBJECTIVES

1. **Restore, Enhance, and Protect Habitats:** Restore, enhance, and protect the extent, functionality, resiliency, and sustainability of coastal, freshwater, estuarine, wildlife, and marine habitats. These include barrier islands, beaches, dunes, coastal wetlands, coastal forests, pine savannahs, coastal prairies, submerged aquatic vegetation, oyster reefs, and shallow and deepwater corals.
2. **Restore, Improve, and Protect Water Resources:** Restore, improve, and protect the Gulf Coast region's fresh, estuarine, and marine water resources by reducing or treating nutrient and pollutant loading; and improving the management of freshwater flows, discharges to, and withdrawals from critical systems.
3. **Protect and Restore Living Coastal and Marine Resources:** Restore and protect healthy, diverse, and sustainable living coastal and marine resources including finfish, shellfish, birds, mammals, reptiles, coral, and deep benthic communities.

4. Restore and Enhance Natural Processes and Shorelines: Restore and enhance ecosystem resilience, sustainability, and natural defenses through the restoration of natural coastal, estuarine, and riverine processes, and/or the restoration of natural shorelines.
5. Promote Community Resilience: Build and sustain Gulf Coast communities' capacity to adapt to short-and long-term natural and man-made hazards, particularly increased flood risks associated with sea-level rise and environmental stressors. Promote ecosystem restoration that enhances community resilience through the re-establishment of non-structural, natural buffers against storms and flooding.
6. Promote Natural Resource Stewardship and Environmental Education: Promote and enhance natural resource stewardship efforts that include formal and informal educational opportunities, professional development and training, communication, and other actions for all ages.
7. Improve Science-Based Decision-Making Processes: Improve science-based decision-making processes used by the Council.

CONSORTIUM OBJECTIVE
8. Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects

Project Summary Table

Projects with Estimated Timing of Funding Availability

30

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the second of three amendments Taylor County will be submitting to the Gulf Consortium for inclusion into the State Expenditure Plan (SEP). The second amendment is for the Hodges Park Rehabilitation Project.
MEETING DATE REQUESTED:	July 6, 2020

Statement of Issue: **Board to review and approve Amendment to the State Expenditure Plan for the Hodges Park Rehabilitation Project.**

Recommended Action: **Approve the Amendment to the SEP.**

Fiscal Impact: **Not applicable at this time.**

Budgeted Expense: Y/N **Not applicable at this time.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Gulf Consortium SEP for Taylor County currently only has land acquisition for previously determined sites along the County coastline. The Board has decided not to move forward with those projects and has determined the following should be the projects in the SEP: Acquisition of Spring Warrior to be developed into a public recreational boating facility; the complete rehabilitation of Hodges Park; and coastal by-pass road projects at Keaton Beach and Steinhatchee to alleviate existing boating traffic. The By-Pass project will be on the August Board agenda for approval and submission to the Gulf Consortium. Upon approval of the amendments by the Board, a 45 day public input and comment process will be required as per the Gulf Consortium guidelines. It is important to note that the County cannot submit grant application(s) to the Consortium for approval until the Consortium approves the proposed projects for inclusion into the SEP. The amendments reflect that the County wishes to move forward immediately with the acquisition of Spring Warrior and the development thereof and the improvements to**

Hodges Park. The by-pass projects will move forward at a later day as funding becomes available through the budget as set forth by the SEP and Gulf Consortium.

Attachments: Hodges Park Rehabilitation Project Amendment to the SEP

HODGES PARK REHABILITATION PROJECT

Project Name

PROJECT NO. 10-1

PROJECT DESCRIPTION

Overview and location

The Hodges Park project involves the complete rehabilitation of the 8.2 acre park and beach site. Improvements will include: demolition and new construction of restrooms and picnic pavilions; removal of existing playground and installation of new one with shade coverings; installation of sand volleyball court; demolition and new construction of parking facilities; bike racks; sidewalks; boardwalk to existing fishing pier; security lighting; native landscaping, and; nature study signage. The Hodges Park rehabilitation also includes beach access improvements and re-nourishment.

Need and Justification

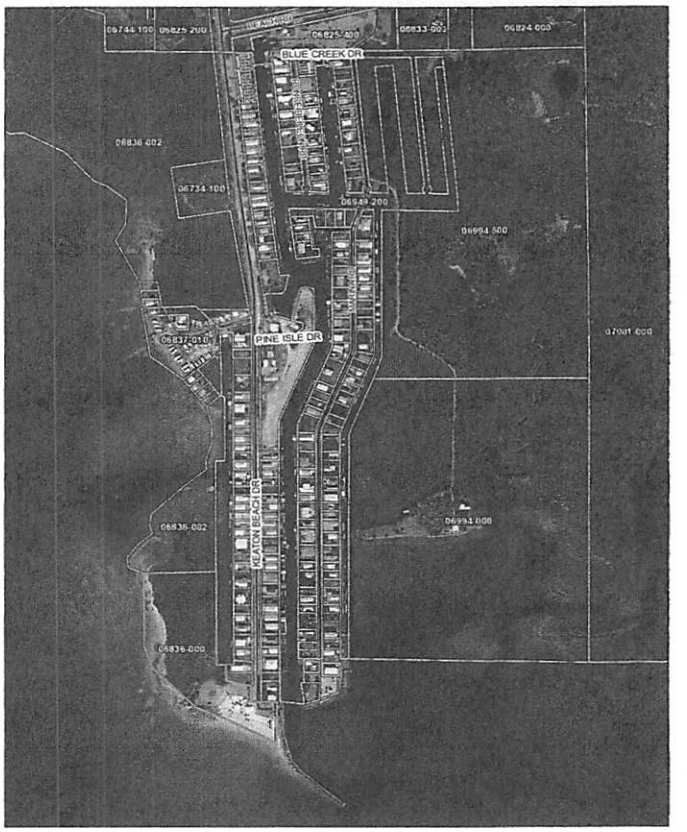

Figure 10-1A. Location of Hodges Park at Keaton Beach

Purpose and Objectives

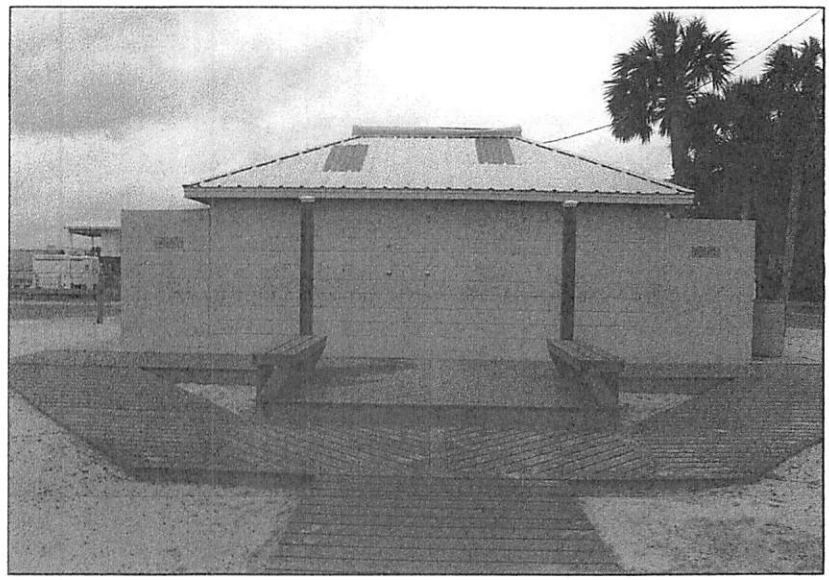

Figure 10-1B. Existing Restrooms at Hodges Park

Project Components

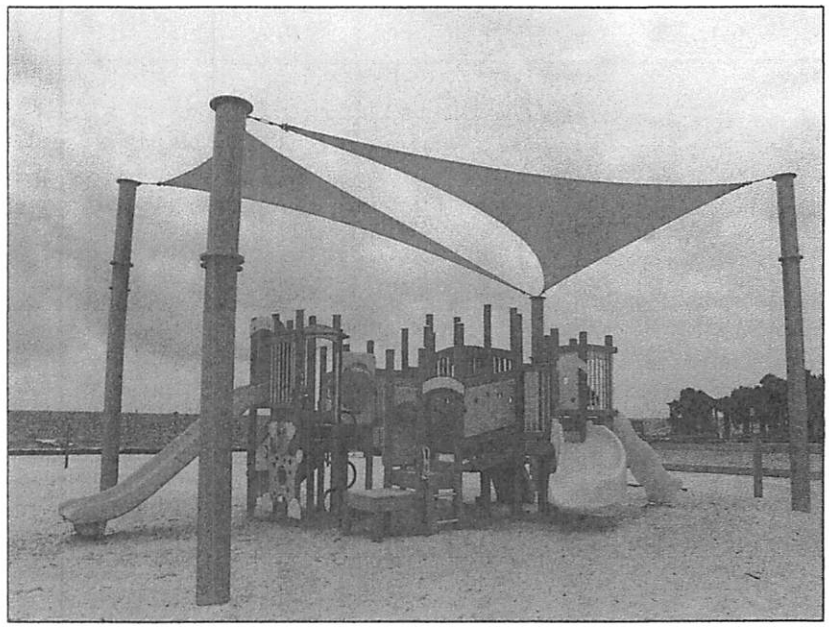

Figure 10-1C. Existing Playground at Hodges Park

Contributions to the Overall Economic and Ecological Recovery of the Gulf

...Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activities:

- Eligible Activity ??

Comprehensive Plans Goals and Objectives

Change as needed

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 5: Restore and Revitalize the Gulf Economy (primary)

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects (primary)

Implementing Entities

The Gulf Consortium will be the implementing entity, working in collaboration with its sub-recipient ?? County ....

Best Available Science and Feasibility Assessment

See examples in SEP

Risks and Uncertainties

See examples in SEP

Success Criteria and Monitoring

See examples in SEP

Project Milestones and Schedule

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Final Design & Permitting																
Construction																
Success Monitoring																

Budget and Funding Sources

Taylor County is committed to allocating its $1,050,000 share of the Florida Spill Impact Component to this program, but will also be seeking other leveraged funding sources to supplement these monies. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Final Design & Permitting	$30,000	$30,000
Construction	$1,000,000	$1,000,000
Implementation Subtotal	$1,030,000	**$1,030,000**
Success Monitoring	$20,000	$20,000
Total Cost	$1,050,000	**$1,050,000**
COMMITTED FUNDING SOURCES		
Spill Impact Component		$0
Direct Component		$0
Other grants or co-funding		$0
Other County funds		$0
Total Committed Funding		**$1,050,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
S.20 Coastal Partnership Initiative -- Florida Coastal Management Program		
S.23 Florida Recreation Development Assistance Program (FRDAP)		
S.26 Land and Water Conservation Fund (LWCF)		

Partnerships/Collaboration

Taylor County will cooperate with all regulatory agencies and additional funding agencies if so applicable on the rehabilitation of Hodges Park. As Hodges Park is the only County public beach on a 51 mile coastline providing sustainable recreational amenities in a coastal and environmentally

Implementation

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Summary of Projects, Programs, and Activities

An updated project summary table and project sequencing table are also included.

Project Summary Table Legend

RESTORE ACT ELIGIBLE ACTIVITIES

1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region
2. Mitigation of damage to fish, wildlife, and natural resources
3. Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
4. Workforce development and job creation
5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
6. Infrastructure projects benefiting the economy or ecological resources, including port infrastructure
7. Coastal flood protection and related infrastructure
8. Planning assistance
9. Administrative costs of complying with the RESTORE Act
10. Promotion of tourism in the Gulf Coast region, including recreational fishing
11. Promotion of the consumption of seafood harvested from the Gulf Coast region

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3. **Replenish and Protect Living Coastal and Marine Resources:** Restore and protect healthy, diverse, and sustainable living coastal and marine resources.
4. **Enhance Community Resilience:** Build upon and sustain communities with capacity to adapt to short- and long-term changes.
5. **Restore and Revitalize the Gulf Economy:** Enhance the sustainability and resiliency of the Gulf economy.

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1. **Restore, Enhance, and Protect Habitats:** Restore, enhance, and protect the extent, functionality, resiliency, and sustainability of coastal, freshwater, estuarine, wildlife, and marine habitats. These include barrier islands, beaches, dunes, coastal wetlands, coastal forests, pine savannahs, coastal prairies, submerged aquatic vegetation, oyster reefs, and shallow and deepwater corals.
2. **Restore, Improve, and Protect Water Resources:** Restore, improve, and protect the Gulf Coast region's fresh, estuarine, and marine water resources by reducing or treating nutrient and pollutant loading; and improving the management of freshwater flows, discharges to, and withdrawals from critical systems.
3. **Protect and Restore Living Coastal and Marine Resources:** Restore and protect healthy, diverse, and sustainable living coastal and marine resources including finfish, shellfish, birds, mammals, reptiles, coral, and deep benthic communities.

4. Restore and Enhance Natural Processes and Shorelines: Restore and enhance ecosystem resilience, sustainability, and natural defenses through the restoration of natural coastal, estuarine, and riverine processes, and/or the restoration of natural shorelines.
5. Promote Community Resilience: Build and sustain Gulf Coast communities' capacity to adapt to short-and long-term natural and man-made hazards, particularly increased flood risks associated with sea-level rise and environmental stressors. Promote ecosystem restoration that enhances community resilience through the re-establishment of non-structural, natural buffers against storms and flooding.
6. Promote Natural Resource Stewardship and Environmental Education: Promote and enhance natural resource stewardship efforts that include formal and informal educational opportunities, professional development and training, communication, and other actions for all ages.
7. Improve Science-Based Decision-Making Processes: Improve science-based decision-making processes used by the Council.

CONSORTIUM OBJECTIVE
8. Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects

Project Summary Table

30A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to discuss possible grant submissions to Phase 2 and Phase 3 of the (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) program.**
MEETING DATE REQUESTED:	**July 6, 2020**

Statement of Issue: Board to discuss possible grant submissions to Phase 2 and Phase 3 of the (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) program.

Recommended Action: Discuss possible grant submissions to the CDBG-MIT grant program.

Fiscal Impact: The projects will be 100% grant funded with no match required by the County.

Budgeted Expense: This project is not budgeted at this time and there is no cash match required from the County.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox and Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDEO Rebuild Florida CDBG-MIT grant program is for designated counties impacted by Hurricanes Irma and Hermine. There are three phases in the program. For Phase 1 the County has submitted an application for an affixed generator system to operate the Taylor County Jail. Phase 2 funding can only be used for planning and technical assistance. Staff is recommending submitting an application for a County wide stormwater and drainage plan. Phase 3 is for miscellaneous projects which will prevent future damage related to hurricane and tropical storm events. Staff is recommending submitting an application for the Steinhatchee Flooding Mitigation Project match to the HMGP grant previously submitted and approved by the Board. The Phase 2 grant deadline is July 30, 2020 and Phase 3 is August 30, 2020. Both grants require public participation meetings which will be

	conducted by grants staff. The stormwater project is included in the Emergency Management Local Mitigation Strategy (LMS).
Attachments:	**Not applicable at this time.**

31

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of a Resolution and Interlocal Agreement with the North Florida Workforce Consortium.
MEETING DATE REQUESTED:	JULY 6, 2020

Statement of Issue: To continue partnership with the North Florida Workforce Consortium.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 838-3500 ext 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: Approve/Do not approve

Attachments: Agreement
Draft Resolution

INTERLOCAL AGREEMENT CONTINUING

THE NORTH FLORIDA WORKFORCE CONSORTIUM

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the SIX (6) Counties passing resolutions to that effect, the Counties of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor, of the State of Florida,

WITNESSETH

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement Creating the North Florida Workforce Consortium; and

WHEREAS, the WIOA creates a partnership among the state, local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the counties of Hamilton, Jefferson, Lafayette, Madison, Suwannee, and Taylor Counties desire to form a Local Workforce Development Area (LWDA)

for WIOA and other workforce development activities, and has been designated by the Governor of the State of Florida as such; and

WHEREAS, the Boards of County Commissioners of each of the parties to this Agreement desires that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Boards of County Commissioners of each of the parties finds value in forming an undivided network amongst these and other rural counties within the state and strongly advocates for longstanding cohesiveness of rural communities; and

WHEREAS, WIOA required an agreement be entered into between the jurisdictions which comprise the LWDA; and

WHEREAS, the parties to this Agreement desire its jurisdiction be included in regional workforce development initiatives to avail its citizens of the benefits of any programs, grants, or funding sources as may be available to support workforce activities; and

WHEREAS, the parties to this Agreement formed a Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and for other good and valuable consideration, the parties agree and understand as follows:

1. **Continuation of the North Florida Workforce Consortium**

A multi-jurisdictional arrangement, the "North Florida Workforce Consortium" or

"Consortium" shall continue for the express purpose of carrying out the individuals responsibilities of each party to this Agreement under the among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the Workforce Innovation and Opportunity Act (2014) and other applicable statutes.

The Consortium shall consist of six (6) members. The Boards of County Commissioners of each county shall each designate a member of their County Commission to serve as the County's representative on the Consortium.

2. Parties to this Agreement

Each of the parties to this Agreement is a County of the State of Florida, and as such is a general-purpose political subdivision which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Hamilton County Board of County Commissioners	Jasper, Florida
Jefferson County Board of County Commissioners	Monticello, Florida
Lafayette County Board of County Commissioners	Mayo, Florida
Madison County Board of County Commissioners	Madison, Florida
Suwannee County Board of County Commissioners	Live Oak, Florida
Taylor County Board of County Commissioners	Perry, Florida

3. Consideration

To establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the six (6) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.

Pursuant to the Governor's designation, the six members constituting the North Florida Workforce Consortium and North Florida Workforce Development Board, Inc. shall be the LWDB areas provided for in Section 107 (c)(1)(B)(i)(I)(II)(ii), Florida Statutes, Workforce Innovation Act (2000) and Florida's workforce development initiatives as designated by the Governor for the geographical area covered by this Agreement.

5. Size of Population to be Served

The population of the six-county area to be served by this Agreement is 121,614, based upon the population projections according to the American Community Survey (ACS), 2018.

6. Federal and State Requirements

The Consortium intends to incorporate into this Agreement the duties and obligations governing programs under WIOA, Florida Workforce Innovation Act of 2000, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and any other applicable state and federal rules and regulations.

7. Joint Understanding

The following terms and conditions reflect the joint understanding between the parties:

8. **Membership**
    a. The Consortium consists of the six (6) member governments represented by elected officials designated to serve by their respective Commission. The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be an elected official to the Commission.
    b. The officers of the Consortium shall include a chair. This officer shall be elected from among and by the membership of the Consortium for a term of one calendar year and shall hold office until a successor is duly elected. The Chair shall also serve as the Chief Local Elected Official (CLEO) for the LWDA.

9. **Duties and Responsibilities of the Consortium**
    a. To establish the North Florida Workforce Development Board, Inc. (NFWDB) where such authority is delegated by an individual Board of County Commissioners to its Consortium member.
    b. To appoint the members of the North Florida Workforce Development Board, Inc. (NFWDB), in accordance with the WIOA and other prescriptive legislation. NFWDB shall consist of members as provided for under WIOA:
        i. The Consortium will make private-sector appointments, assuring a 51% private-sector majority.
        ii. No single local government elected official may represent a local government on both the Consortium and NFWDB, however any elected official may sit on NFWDB in another professional capacity.

    c. To select a grant recipient, and administrative entity to administer WIOA and other applicable statutes/programs/funds.

d. To enter into agreements with each other regarding the LWDA.
e. Together with NFWDB, review and approve the Local Workforce Plan, modifications thereto, and submit to the Governor.
f. To disburse funds upon local Board direction where one of the parties to the agreement is the grant recipient or to make provision for and approve the manner in which funds will be disbursed including FCWD, Inc. role in approving expenditures
g. To approve Memorandum of Understanding (MOU) and Infrastructure Funding Agreements (IFA) between NFWDB and One-Stop partners.
h. To approve the NFWDB budget for carrying out its duties.
i. To provide oversight and guidance in conjunction with the NFWDB.
j. To accept responsibility for compliance and accountability for State and Federal funds.
k. To empower NFWDB to enter into agreements with the State of Florida Department of Economic Opportunity or other entity in order to administer and manage relevant programs.
l. To establish rules for the conduct of business.
m. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIOA and Florida's workforce development initiative.

10. Meetings

a. The Chair shall preside over Consortium meetings and shall perform all duties incident to that office. In the absence of the Chair, a chair pro tempore shall be appointed and preside over the meetings and shall assume and exercise the duties of the chair.

b. Meetings shall be held at the discretion of the Chair.
c. Meetings shall be noticed and declared public meetings, open to the

public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.

d. A quorum at any Consortium meeting shall consist of any three (3) members or their designated alternates. A quorum is required to transact Consortium business.
e. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

11. Financial Support

a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United States Department Of Labor under the WIOA or other Workforce Development, Welfare Legislation, or related grants and or by the State through the LWDB or through any other Federal, State or Local source. Additionally, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.
b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIOA, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including the WIOA and any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude local governments from expending funds under their jurisdiction on workforce development programs. However, in accordance with Section 107(d)(12)(B)(i)(II) of

WIOA, each county recognizes that appointing a local Board does not release the local elected officials or the Governor of the State of Florida of the liability for misuse of the grant funds obtained under WIOA.

12. Signatory

The chair shall act as signatory for the Consortium except as provided above. In the absence of the chair, any of the other members may sign for the Consortium in the chair's stead.

13. Prior Agreements

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

14. Amendment

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Construction

This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.

16. Invalid Provision/Severability

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such

provision to parties or circumstances be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

17. Waiver of Rights

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

18. Agreement Not Prohibited by Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which it intends to serve.

19. Workforce Area Designation

Pursuant to the designation by the Governor, the six (6) counties constituting the Consortium shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

20. Legal Requirements

a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.
b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

21. Duration of Agreement

This Agreement shall have the duration equal to the period that the Workforce Development Area designation remains in effect for the geographical area identified herein. Any parties to the Agreement may withdraw from this Agreement by passing a resolution to such effect and providing thirty (30) days' notice to the other parties to this Agreement. However, the validity, force, and effect of this Agreement shall not be

affected by the withdrawal of one (1) or more parties to this Agreement.

22. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement Creating the North Florida Workforce Consortium and shall be effective July 1, 2020 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2020.

23. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

a. The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;
b. All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this meaning, performance, nonperformance, enforcement operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Third Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties;
c. If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the Consortium, effective July 1st of the following program year, or at such later time as designated by the

Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

Hamilton County, Florida

BY: _____

DATE: _____

ATTEST: _____

SIGNATURE PAGE

Jefferson County, Florida

BY: _____

DATE: _____

ATTEST: _____

SIGNATURE PAGE

Lafayette County, Florida

BY: _____

DATE: _____

ATTEST: _____

SIGNATURE PAGE

Madison County, Florida

BY: _____

DATE: _____

ATTEST: _____

SIGNATURE PAGE

Suwannee County, Florida

BY: _____

DATE: _____

ATTEST: _____

SIGNATURE PAGE

Taylor County, Florida

BY: _____

DATE: _____

ATTEST: _____

SIGNATURE PAGE

North Florida Workforce Development Board, dba CareerSource North Florida

BY: _____

DATE: _____

ATTEST: _____

AGREEMENT
BETWEEN CAREEERSOURCE NORTH FLORIDA
AND THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

This Agreement is entered into between the State of Florida, Department of Economic Opportunity ("DEO"), and North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida ("Board" or "Subrecipient"). DEO and the Board are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO is Florida's designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to DEO; and

WHEREAS, the Board is a "subrecipient" of funds (as that term is defined by federal law), and a "recipient" of funds (as that term is defined by state law); and

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, DEO and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

1. DEFINITIONS AND ACRONYMS.

a. **"Board"** means the Local Workforce Development Board
b. **"CDBG-DR"** means Community Development Block Grant-Disaster Recovery.
c. **"CFR"** means Code of Federal Regulations.
d. **"CLEO"** means the Chief Local Elected Official.
e. **"DCF"** means the Florida Department of Children and Families.
f. **"FDLE"** means the Florida Department of Law Enforcement.
g. **"LWDA"** means Local Workforce Development Area.
h. **"MOU"** means Memorandum of Understanding.
i. **"NFA"** means Notice of Award/Notice of Fund Availability.
j. **"RA"** means Reemployment Assistance.
k. **"SNAP E&T"** means the Supplemental Nutrition Assistance Program Employment & Training program.
l. **"State Board"** means the State Workforce Development Board.
m. **"TAA"** means Trade Adjustment Assistance.
n. **"WIOA"** means the Workforce Innovation and Opportunity Act.
o. **"WP"** means the Wagner-Peyser Act.
p. **"WT"** means the Welfare Transition program.

2. **TERM AND EXPIRATION.** The Effective Date of this Agreement is July 1, 2020. This Agreement ends on June 30, 2021 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board's approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period". Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

3. FISCAL AND ADMINISTRATIVE CONTROLS.

a. DEO will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the

availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create DEO's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.

c. Accountability for Funds.

   i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. DEO will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.

   ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.

   iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds;
   (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.

   iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the

applicable program.

e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.

f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.

g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO-owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.

h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one- stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.

i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.

j. Funds provided to the Subrecipient by DEO may not be used to pay consultants in excess of $710 per day and must be documented as reasonable and necessary.

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO, so DEO may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board's fiscal status and performance.

b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.

c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary. The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or

termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com by the deadlines prescribed below:
   - Completed Salary Cap by April 1;
   - Annual detailed budget of revenues and expenditures by funding source by October 1; and
   - Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30.

e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:

   i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.

   ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.

   iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.

   iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

   v. For any affiliated organization, at a minimum the audit report should disclose the entity's mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statues, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.

   vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.

   vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may

be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged with the Board for any of the previous five years.

f. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board's failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and DEO may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of DEO or the State Board. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other sanction or remedy available to DEO by law.

5. **THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following one-stop delivery system requirements:

a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.

b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).

c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.

d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.

e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

f. Description of the periodic modification and review process to ensure equitable benefit among one- stop partners.

g. The Board shall incorporate infrastructure funding provisions in each memorandum of understanding with its one-stop partners. Remedies for nonperformance must also be included.

6. **SERVICES DELIVERED BY DEO STAFF WITHIN THE BOARD'S ONE-STOP DELIVERY SYSTEM.**

a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.

b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position

classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.

c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.

d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.

e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.

f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.

g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.

h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.

i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. **OPEN GOVERNMENT AND CONFIDENTIALITY.**

a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.

b. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board's requests for guidance from other state agencies.

d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.

e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board's contractors. DEO will only grant access to DEO-owned systems to staff of the Board, its agents, contractors, subcontractors and entities performing services on behalf of the Board.

f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall:

   i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
   ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
   iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
   iv. ensure that any entity to which the Board further discloses the information complies with these terms;
   v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
   vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from DEO's information systems;
   vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;
   viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
   ix. allow DEO or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.

g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO reserves to right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.

ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.

iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.

iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

b. Level 2 Screenings.

i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all Board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.

ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.

iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

iv. State merit staff shall undergo Level 2 background screenings pursuant to the standards specified in section 435.04, Florida Statutes, as a pre-condition of employment. DEO will assist the Board in obtaining state merit staff the required Level 2 background screenings pursuant to DEO's established processes

and procedures. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re- employment in all circumstances.

9. LOCAL PLAN AND ASSURANCES.

a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.

b. Executive Order 11-116, signed May 21, 2011, by the Governor of Florida, requires DEO to use the U.S. Department of Homeland Security's E-Verify system. The Board shall utilize the E-Verify system to verify the employment eligibility of all new employees after the Effective Date. After the Effective Date, and for all current employees, prior to any promotion or during that employee's Level 1 or Level 2 background rescreening, the Board shall use the E-Verify system.

10. PROCUREMENT.

a. If the Board enters into a contract in the amount of $1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of $35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.

c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.

d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).

e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO data and DEO-owned systems. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.

f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

g. The Board may not purchase memberships or enter into any agreements with the Florida Workforce Development Association with funds provided by DEO. The Board may pay for registration dues in conjunction with training, including but not limited to the annual Summit provided by the Florida Workforce Development Association.

h. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

11. COMPENSATION AND TRAVEL.

a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.

b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and are a prudent use of federal funds.

c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:

   i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
   ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.
   iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.

b. The following information must be posted on the Board's website in a manner easily accessed by the public:

   i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
   ii. Employee positions and salary information for each position (including any benefits and performance bonuses).
   iii. A plain language version of any contract that is estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the

purchase or lease or use of lands, facilities, or properties.

iv. A list of all Board members, company or entity that the Board member is employed by or owns, and their terms of service.
v. Interlocal agreement(s), as applicable
vi. Single Audit for the last two years.
vii. Board meeting minutes within 15 days of Board approval.
viii. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed $35,000.

c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report, or via fax at 1-800-914-0004.

e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.

f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).

g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

13. ETHICS.

a. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:

i. The acceptance of gifts;
ii. Self-dealing;
iii. A prohibition on unauthorized compensation;
iv. Conflicting employment or contractual relationships;
v. Appropriate disclosure and use of information; and
vi. Nepotism.

b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make reasonable modifications to the policy if requested by DEO. The Board must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.

c. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.

d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.

e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.

a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, polices, procedures, and rules.

b. The Board, in consultation with the CLEO, must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.

c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.

d. The Board shall ensure Board members complete mandatory Board orientation and training. The Board shall take all reasonable steps necessary to encourage attendance by the CLEO at Board orientation and training. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants.

15. RELATED PARTIES. The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.

b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term "Related Party Contract" does not include retail purchases made in the ordinary course of business or payments for utility services.

c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO any conflicts of interest that may arise during the upcoming year, or that actually arose in the current year and were not previously disclosed.

i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that: (i) the Board member or employee with the conflict removes himself or herself from the room prior to any discussions at any meeting, including subcommittee meetings, involving the contract; (ii) the Board member or employee with the conflict is not physically present during the voting; and (iii) the Board member with the conflict abstains from any vote regarding the Related Party Contract.

ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.

d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. Exhibits C and D must be submitted at or before the Board meeting in which the vote is to take place for board members and employees of the board who have any conflict of interest with the contracting vendor. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made. If the Related Party Contract was approved by the Board in the current or previous fiscal year and the Board intends to continue the Related Party Contract, Exhibits C and D must be submitted annually to DEO for approval prior to the beginning of the next fiscal year.

e. Contracts $25,000 or Greater. DEO may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than $25,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@deo.myflorida.com.

f. Contracts Less Than $25,000. Within 30 days after execution of any contract less than $25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to WorkforceContract.Review@deo.myflorida.com.

16. ADDITIONAL PROVISIONS.

a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.

b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.

c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.

d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of

competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.

g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

17. **SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

18. **SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.

19. **RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.

20. **LIAISONS.**

a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.

b. DEO's formal liaison for purposes of this Agreement is Caroline ("Tisha") Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245–7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Womack, or other designee.

c. The Board's formal liaison for purposes of this Agreement is Diane Head. Diane Head can be reached at diane.head@careersourcenorthflorida.com, or (850) 973-1807. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Diane Head, or other designee.

d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

21. **REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:

a. A Regional Security Officer.

b. A custodian for purchased property and equipment.
c. A personnel liaison (must be a DEO merit staff member).
d. A public records coordinator.
e. An Equal Opportunity Officer, consistent with 29 CFR part 38.
f. An Ethics Officer

22. **CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

23. **PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set- off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.

24. **ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____
Signature

Printed Name: Ken Lawson

Title: Executive Director

Date: _____

[LWDB Chairperson or person with authority to sign on behalf of LWDB (verify authority if not chairperson)]

By: _____
Signature

Printed Name: [insert name]

Title: [insert title]

Date: _____

Acknowledged by the Chief Local Elected Official:

By: _____
Signature

Printed Name: [insert name]

Title: [insert title]

Date: _____

EXHIBIT A
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (Department or DEO) to the recipient may be subject to audits and/or monitoring by DEO as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term "contract," as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit

and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Board will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The Board further agrees that, upon request, DEO will also be provided other audit work papers as needed.

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy): Audit@deo.myflorida.com Department Economic Opportunity MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address: Auditor General

   Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450
   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package

was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

- Remainder of Page Intentionally Left Blank –

Attachment 1 to EXHIBIT A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.*

COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.*

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement.

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.

2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.

3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).

4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.

5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.

6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.

7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).

8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.

9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.

12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature:_____Date: _____

Print Employee Name: _____

Address: _____

_____

_____

Work Telephone: _____

E-Mail: _____

EXHIBIT C
CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I,_____, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource_____and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Contract Number or Other Identifying Information, if any: _____

Contract Term:_____

Value of the Contract/Renewal/Extension: _____

Description of goods and/or services to be procured: _____

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: _____

The nature of the conflicting interest in the contract: _____

The board member or employee with the conflict of interest_____did____did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee was not present during the discussion or vote.

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.

I certify that the information above is true and correct.

_____ _____

Signature of Board Chair / Vice Chair* Print Name

_____

* Must be certified and attested to by the board's Chair or Vice Chair. Date

EXHIBIT D
DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT

I,_____, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe)_____ _____(circle one or more) could benefit financially from the contract described below:
Local Workforce Development Board: _____
Contractor Name & Address: _____
Contractor Contact Phone Number: _____
Description or Nature of Contract: _____
Description of Financial Benefit*: _____
For purposes of the above contract the following disclosures are made: The contractor's principals**/owners***: (check one)
_____ have no relative who is a member of the board or an employee of the board; OR
_____ have a relative who is a member of the board or an employee of the board, whose name is:
_____

The contractor's principals**/owners***___is___is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

_____ _____
Signature of Board Member/Employee Print Name

_____
Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.
** "Principal" means an owner or high-level management employee with decision-making authority.
*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST NOT BE PRESENT DURING ANY DISCUSSION AT ANY MEETINGS, INCLUDING SUBCOMMITTEE MEETINGS, INVOLVING THE CONTRACT AND MUST ABSTAIN FROM VOTING OR BEING PRESENT DURING VOTING BY REMOVING HIMSELF OR HERSELF FROM THE ROOM DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

RESOLUTION 2020- _____

WHEREAS, the Board of County Commissioners of Jefferson, Madison, Hamilton, Suwannee, Lafayette, and Taylor Counties have joined together to create the North Florida Regional Workforce Consortium by interlocal agreement, and to create a local workforce area to provide workforce services to their citizens under the Workforce Investment Act (WIA); and,

WHEREAS, the passage of the workforce Innovation and Opportunities Act (WIOA), Public Law Number 112-128, replaces WIA; and,

WHEREAS, WIOA allows for local workforce development areas designated under WIA to be grandfathered under WIOA for the period of July 1, 2015 until June 20, 2017; and,

WHEREAS, the Governor of the State of Florida is empowered by WIOA to designate local workforce development areas for grandfathering; and,

WHEREAS, the North Florida Regional Workforce Area has consistently proven to be an area where its local elected officials and the local Workforce Investment Board that they appointed are engaged in the effective and efficient delivery of workforce development services; and,

WHEREAS, the North Florida Regional Workforce area has consistently proven to be an area where its local elected officials and the local Workforce Investment Board have "performed successfully" as defined in WIOA; and,

WHEREAS, the local Workforce Investment Board has proven "sustained fiscal integrity" as defined in WIOA; and,

WHEREAS, the same six Boards of County Commissioners have jointly renewed their interlocal agreement (attached) to create their workforce development area under WIOA, P.L. No. 113-138;

NOW, THEREFORE BE IT RESOLVED this 7th day of July, 2020, that they Taylor County Board of County Commissioners concur that:

The North Florida Workforce Consortium hereby requests that the Governor approve its request to be grandfathered as a local workforce area as described in Section 106 of P.L. No. 113-128 and renewed in the attached interlocal agreement.

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY

_____

Pam Feagle, Chair

ATTEST:

_____

Annie Mae Murphy, Clerk of Courts

(33)

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

June 12, 2020

VIA E-MAIL

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

Re: Dream Defenders v. Dana Southerland, et al (Reservation of Rights)

Dear LaWanda:

I am in receipt of the Reservation of Rights letter that FACT has sent Ms. Marsha Durden, Director of Human Resources.

Please put this on the agenda for the next regular meeting where I can explain what a Reservation of Rights means.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

FLORIDA ASSOCIATION OF COUNTIES TRUST

June 5, 2020

Marsha Durden, Director of Human Resources
Taylor County Board of County Commissioners
201 E. Green St.
Perry, FL 32347

RE: **Our Member:** **Taylor County Board of County Commissioners**
Claim #: **GC2020002567-F**
Date of Loss: **March 17, 2020**
Claimant: **Dream Defenders, New Florida Majority Education Fund, Organize Florida Education Fund, Zebra Coalition, Acacia Williams, Bianca Maria Baez, Murray Heller, Paulina Hernandez Morales, Celcio Eduardo Romero, and Sheila Young**

RESERVATION OF RIGHTS

Dear Marsha Durden:

We are in receipt of a copy of the Second Amended Complaint ("SAC"), which has been filed against Dana Southerland, in her capacity as Supervisor of Elections ("SOE") for Taylor County ("County"), as well as against the Canvassing Board of Taylor County ("County Canvassing Board"), in connection with that certain civil lawsuit captioned as follows:

> *Acacia Williams; Dream Defenders; New Florida Majority Education Fund; Organize Florida Education Fund; Zebra Coalition; Bianca Maria Baez; Murray Heller; Paulina Hernandez Morales; Celcio Eduardo Romero; Sheila Young v. Ron Desantis, in his official capacity as Governor of the State of Florida; Laurel M. Lee, in her official capacity as Florida Secretary of State, and Florida Elections Canvassing Commission; Kim A. Barton, in her official capacity as Supervisor of Elections for Alachua County; Nita Crawford, in her official capacity as Supervisor of Elections for Baker County; Mark Andersen, in his official capacity as Supervisor of Elections for Bay County; Terry L. Vaughn, in his official capacity as Supervisor of Elections for Bradford County; Lori Scott, in her official capacity as Supervisor of Elections for Brevard County; Peter Antonacci, in his official capacity as Supervisor of Elections for Broward County; Sharon Chason, in her official capacity as Supervisor of Elections for Calhoun County; Paul A. Stamoulis, in his official capacity as Supervisor of Elections for Charlotte County; Susan A. Gill, in her official capacity as Supervisor of Elections for Citrus County; Chis H. Chambless, in his official capacity as Supervisor of Elections for Clay County; Jennifer J. Edwards, in her official capacity as Supervisor of Elections for Collier County; Elizabeth P. Horne, in her official capacity as Supervisor of Elections for Columbia County; Mark F. Negley, in his official capacity as*

Supervisor of Elections for Desoto County; Starlet Cannon, in her official capacity as Supervisor of Elections for Dixie County; Mike Hogan, in his official capacity as Supervisor of Elections for Duval County; David H. Stafford, in his official capacity as Supervisor of Elections for Escambia County; Kaiti Lenhart, in her official capacity as Supervisor of Elections for Flagler County; Heather Riley, in her official capacity as Supervisor of Elections for Franklin County; Shirley G. Knight, in her official capacity as Supervisor of Elections for Gadsen County; Connie Sanchez, in her official capacity as Supervisor of Elections for Gilchrist County; Aletris Farnam, in her official capacity as Supervisor of Elections for Glades County; John Hanlon, in his official capacity as Supervisor of Elections for Gulf County; Laura Hutto, in her official capacity as Supervisor of Elections for Hamilton County; Diane Smith, in her official capacity as Supervisor of Elections for Hardee County; Brenda Hoots, in her official capacity as Supervisor of Elections for Hendry County; Shirley Anderson, in her official capacity as Supervisor of Elections for Hernando County; Penny Ogg, in her official capacity as Supervisor of Elections for Highlands County; Craig Latimer, in his official capacity as Supervisor of Elections for Hillsborough County; Therisa Meadow, in her official capacity as Supervisor of Elections for Holmes County; Leslie Rosssway Swan, in her official capacity as Supervisor of Elections for Indian River County; Sylvia D. Stephens, in her official capacity as Supervisor of Elections for Jackson County; Marty Bishop, in his official capacity as Supervisor of Elections for Jefferson County; Travis Hart, in his official capacity as Supervisor of Elections for Lafayette County; Alan Hays, in his official capacity as Supervisor of Elections for Lake County; Tommy Doyle, in his official capacity as Supervisor of Elections for Lee County; Mark Earley, in his official capacity as Supervisor of Elections for Leon County; Tammy Jones, in her official capacity as Supervisor of Elections for Levy County; Gina Mcdowell, in her official capacity as Supervisor of Elections for Liberty County; Thomas "Tommy" R. Hardee, in his official capacity as Supervisor of Elections for Madison County; Michael Bennett, in his official capacity as Supervisor of Elections for Manatee County; Wesley Wilcox, in his official capacity as Supervisor of Elections for Marion County; Vicki Davis, in her official capacity as Supervisor of Elections for Martin County; Christina White, in her official capacity as Supervisor of Elections for Miami-Dade County; Joyce Griffin, in her official capacity as Supervisor of Elections for Monroe County; Vicki P. Cannon, in her official capacity as Supervisor of Elections for Nassau County; Paul A. Lux, in his official capacity as Supervisor of Elections for Okaloosa County; Diane Hagan, in her official capacity as Supervisor of Elections for Okeechobee County; Bill Cowles, in his official capacity as Supervisor of Elections for Orange County; Mary Jane Arrington, in her official capacity as Supervisor of Elections for Osceola County; Wendy Sartory Link, in her official capacity as Supervisor of Elections for Palm Beach County; Brian E. Corley, in his official capacity as Supervisor of Elections for Pasco County; Deborah Clark, in her official capacity as Supervisor of Elections for Pinellas County; Lori Edwards, in her official capacity as Supervisor of Elections for Polk County; Charles Overturf, in his official capacity as Supervisor of Elections for Putnam County; Tappie A. Villane, in her official capacity as Supervisor of Elections for Santa Rosa County; Ron Turner, in his official capacity as Supervisor of Elections for Sarasota County; Chris Anderson, in his official capacity as Supervisor of Elections for Seminole County; Vicky Oakes, in her official capacity as Supervisor of Elections for St. Johns County; Gertrude Walker, in her official capacity as Supervisor of Elections for St. Lucie County; William Keen, in his official capacity as Supervisor of Elections for Sumter County; Glenda B. Williams, in her official capacity as Supervisor of Elections for Suwannee County; Dana Southerland, in

her official capacity as Supervisor of Elections for Taylor County; Deborah K. Osborne, in her official capacity as Supervisor of Elections for Union County; Lisa Lewis, in her official capacity as Supervisor of Elections for Volusia County; Henry Wells, in his official capacity as Supervisor of Elections for Wakulla County; Bobby Beasley, in his official capacity as Supervisor of Elections for Walton County; Carol F. Rudd, in her official capacity as Supervisor of Elections for Washington County; Canvassing Board of Alachua County; Canvassing Board of Baker County; Canvassing Board of Bay County; Canvassing Board of Bradford County; Canvassing Board of Brevard County; Canvassing Board of Broward County; Canvassing Board of Calhoun County; Canvassing Board of Charlotte County; Canvassing Board of Citrus County; Canvassing Board of Clay County; Canvassing Board of Collier County; Canvassing Board of Columbia County; Canvassing Board of Desoto County; Canvassing Board of Dixie County; Canvassing Board of Duval County; Canvassing Board of Escambia County; Canvassing Board of Flagler County Canvassing Board of Franklin County; Canvassing Board of Gadsden County; Canvassing Board of Gilchrist County; Canvassing Board of Glades County; Canvassing Board of Gulf County; Canvassing Board of Hamilton County; Canvassing Board of Hardee County; Canvassing Board of Hendry County; Canvassing Board of Hernando County; Canvassing Board of Highlands County; Canvassing Board of Hillsborough County; Canvassing Board of Holmes County; Canvassing Board of Indian River County; Canvassing Board of Jackson County; Canvassing Board of Jefferson County; Canvassing Board of Lafayette County; Canvassing Board of Lake County; Canvassing Board of Lee County; Canvassing Board of Leon County; Canvassing Board of Levy County; Canvassing Board of Liberty County; Canvassing Board of Madison County; Canvassing Board of Manatee County; Canvassing Board of Marion County; Canvassing Board of Martin County; Canvassing Board of Miami-Dade County; Canvassing Board of Monroe County; Canvassing Board of Nassau County; Canvassing Board of Okaloosa County; Canvassing Board of Okeechobee County; Canvassing Board of Orange County; Canvassing Board of Osceola County; Canvassing Board of Palm Beach County; Canvassing Board of Pasco County; Canvassing Board of Pinellas County; Canvassing Board of Polk County; Canvassing Board of Putnam County; Canvassing Board of Santa Rosa County; Canvassing Board of Sarasota County; Canvassing Board of Seminole County; Canvassing Board of St. Johns County; Canvassing Board of St. Lucie County; Canvassing Board of Sumter County; Canvassing Board of Suwannee County; Canvassing Board of Taylor County; Canvassing Board of Union County; Canvassing Board of Volusia County; Canvassing Board of Wakulla County; Canvassing Board of Walton County; Canvassing Board of Washington County, pending in the United States District Court for the Northern District of Florida, Gainesville Division, Case No. 1:20-cv-67-RH-GRJ ("subject suit").

We have reviewed same, as well as the terms and conditions of the General/Professional Liability Coverage Agreement between the Florida Association of Counties Trust ("FACT") and Taylor County Board of County Commissioners ("County"), in order to determine whether there would be coverage under that Agreement for the claims which are asserted against the SOE and the County Canvassing Board in the above-referenced pleading. Specifically, we have reviewed this matter for coverage under the General/Professional Liability Coverage Agreement which was in force and effect for the coverage period of 10/01/2019 through 10/01/2020, Agreement FACT No. 9018.

We now refer you to the following pertinent provisions of the Coverage Agreement which was in existence between FACT and the County:

FLORIDA ASSOCIATION OF COUNTIES TRUST

COVERAGE AGREEMENT

APPLICABLE TO: GENERAL/PROFESSIONAL LIABILITY

In consideration of the Designated Member's payment of the required contributions and the covenants and terms set forth in (a) the Designated Member's PARTICIPATION AGREEMENT, (b) the AGREEMENT AND DECLARATION OF TRUST CREATING THE FLORIDA ASSOCIATION OF COUNTIES TRUST, (c) the coverage DECLARATIONS and (d) the COVERAGE AGREEMENT including any endorsements thereto and its terms, conditions, Limits of Liability exclusions and other provisions, (a, b, c and d shall hereinafter collectively form and be referred to as the "Coverage Agreement"), the Florida Association of Counties Trust (hereinafter the "Trust") hereby enters this Coverage Agreement with the Designated Member as follows:

A. COVERAGES

The Trust will pay all sums a Member becomes legally obligated to pay as Damages because of:

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Errors and Omissions Liability; or
Civil Rights Liability

to which this Coverage Agreement applies, when caused by an Occurrence which takes place during the coverage period of this Coverage Agreement.

B. LIMIT OF LIABILITY

The Trust's Limit of Liability represents its entire obligation to defend and indemnify a Member pursuant to this Coverage Agreement and regardless of the number of (1) Members under this Coverage Agreement, (2) persons or organizations who sustain injury or damage or (3) Claims made or Suits that arise, the liability of the Trust is limited as follows:

General/Professional Liability General Aggregate Limit:
During the annual coverage period in which this Coverage Agreement is in effect, the most the Trust will pay under this General/Professional Liability coverage part for all Damages in aggregate and regardless of the number of Occurrences, including, but not limited to Damages awarded for derivative Claims, taxable costs, and claimant attorney's fees, shall be the General/Professional Liability General Aggregate Limit stated in the Declarations to this coverage part, including applicable endorsements, if any, referenced therein.

General/Professional Liability Per Occurrence Limit:
During the annual coverage period in which this Coverage Agreement is in effect, the most the Trust will pay under this General Professional Liability coverage part for Damages in any single

Occurrence, including but not limited to damage awards for derivative Claims, taxable costs, and claimant attorney's fees, shall be the General/Professional Liability Per Occurrence Limit stated in the Declarations, including any applicable endorsements referenced therein.

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Supplemental Payments:

Subject to the Trust's determination that a coverage obligation exists under the Coverage Agreement, and its determination of the extent to which coverage applies to any Occurrence, Claim, Suit or count therein, the Trust will pay the following costs and expenses, hereinafter referred to as Supplemental Payments, if required to investigate, settle and/or defend any Occurrence, Claim, Suit or count therein:

1. All expenses incurred by the Trust for the investigation, defense or settlement of any Claim or Suit.

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5. All costs taxed against the Member in any Suit the Trust defends, including plaintiffs' attorneys' fees awarded pursuant to 42 United States Code §1988 because of a covered count in any Suit the Trust defends, but excluding any other award of plaintiffs' attorneys' fees awarded under any other federal, state or local law or regulation;

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For the purpose of determining the limit of the Trust's liability, all Damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence, as that term is defined herein.

C. DEFENSE AND SETTLEMENT

1. Defense

A. The Trust will settle or defend, as it determines appropriate in its discretion, any Claim or Suit demanding Damages covered by this Coverage Agreement. The Trust will defend any Suit against a Member which alleges Damages covered by this Coverage Agreement even if such Suit is eventually found groundless, false or fraudulent. However, the Trust has no duty to defend or indemnify a Member in any Claim or Suit which alleges facts not covered by this Coverage Agreement.

B. In the event a Suit contains allegations which allege Damages which the Trust has a duty to defend and other allegations which allege Damages the Trust does not have a duty to defend, the Trust will defend the Suit subject to the terms, conditions, Limits of Liability and exclusions of the Coverage Agreement; however, undertaking such defense shall not obligate the Trust to pay any defense costs, fees, judgments, settlements or any damages which a Member becomes legally obligated to pay for allegations to which coverage under this Coverage Agreement does not apply. The Trust hereby expressly reserves its right to deny any payments under such circumstances. The Trust's obligation to defend or otherwise indemnify a Member shall in all cases end when the applicable Limit of Liability has been exhausted.

The Trust may, at its discretion, investigate any Occurrence resulting in a claim for damages and settle, in whole or in part, any such claim.

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E. DEFINITIONS

The following definitions apply throughout this Coverage Agreement unless modified or excluded:

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2. **Additional Insured** means that person, party, entity, partnership, joint venture, limited liability company or other organization designated in an amendatory endorsement made part of this Coverage Agreement or through Certificate of Coverage, but coverage is afforded only to the extent provided therein and coverage shall not exceed the limits of liability applicable to the Designated Member that are specified in the Declarations of this Coverage Agreement.

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9. **Claim** means a demand or charge made against a Member, whether formal or informal, based on an alleged occurrence involving the Member, and includes any such demands or charges that mature into a Suit.

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10. **Civil Rights Liability** means a Claim or Suit for Damages alleging liability based on violation of individual civil rights pursuant to Title 42, United States Code, §§1981, 1982, 1983, 1985 and/or 1986, and excluding any Claim for Damages arising from Wrongful Employment Practices Liability or Employee Benefit Program Errors and Omissions liability.

11. **Damages** means monetary sums sought or awardable as compensatory relief in a civil law Claim or Suit as a result of an Occurrence resulting in Bodily Injury liability, Property Damage liability, Personal Injury liability, Advertising Injury liability, Employee Benefit Program Errors and Omissions liability, Errors and Omissions liability or Civil Rights liability. When Wrongful Employment Practices liability or Employee Benefits Errors and Omissions liability is provided for in this coverage part by endorsement(s) reflected in the Declarations to the Coverage Agreement, Damages may then include sums which a Member becomes legally obligated to pay as a result of an Occurrence resulting in Wrongful Employment Practices liability or Employee Benefits Errors and Omissions liability.

a. Damages shall exclude:

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5. any court or other tribunal order to take or forbear taking any action;

6. any fees or costs Claimed or incurred as a result of a Claim or Suit, unless specifically provided for under the Supplemental Payments provisions of this General/Professional Liability coverage part of the Coverage Agreement;

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17. **Errors and Omissions** means any error or omission, misstatement, neglect or breach of duty by the Member while lawfully acting in their official capacity or scope of employment, for which a Claim alleging Member liability for Damages is made, whether the Member is acting individually or collectively. As defined, Errors and Omissions excludes any Claim, Suit or liability involving: Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Civil Rights Liability or Employee Benefits Program Errors and Omissions Liability; any failure to obtain any insurance coverage of any type or amount; any Ethics Proceeding; or any Claim otherwise expressly excluded from coverage elsewhere within the Coverage Agreement.

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24. **Member**, as used herein means:

    a. the Designated Member; and

    b. while acting within the scope of his or her duties or employment, any officer, volunteer, or employee of the Designated Member, including elected and appointed officials, and members of the Designated Member's boards or commissions. However, the coverage so provided any officer, employee or volunteer does not apply to any Claim, Suit or liability against another officer, employee or volunteer of the Designated Member or any of either's immediate family members by a Member, if injured in the course of and arising out of his or her duties or employment;

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26. **Occurrence** means an event or accident, including continuous or repeated exposure to the same general harmful conditions, which results in a Claim or Suit for Damages covered by this Coverage Agreement and not arising from any form of intentional misconduct. It is agreed that a single Occurrence shall be deemed to arise in the event one or more alleged Claims is based on a series of similar causes or a common nucleus of operative facts:

    a. that happen over a period of time;

    b. that happen repeatedly;

    c. that form a course of conduct;

    d. that involve ordinances, resolutions, policies, procedures or legislative enactments that involve the same or substantially similar subject matter;

    e. that involve the adoption or enforcement, failure to adopt or failure to enforce: ordinances, resolutions, policies, procedures or legislative enactments that involve the same or substantially similar subject matter;

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F. EXCLUSIONS

Coverage is excluded and this Coverage Agreement does not apply as follows:

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30. any Claim or Suit seeking relief or redress in any form other than money Damages and any costs, fees, expenses or attorneys' fees relating to such Claims or Suits, including those with allegations:

    1. seeking injunctions, declaratory judgments or extraordinary writs such as certiorari, mandamus, quo warranto or other relief as the only claim or remedy pursued in a Suit and no other covered Claims for Damages;

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33. any liability arising out of, caused by, contributed to or connected with alleged violation of the following:

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    m. Title II of the Americans with Disabilities Act of 1990; and

    n. The Rehabilitation Act of 1973.

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35. to any Claim, Suit or liability for Damages including attorneys' fees, costs or expenses for any Claim or Suit, unless specifically provided for under the Supplemental Payments provisions of this Coverage Agreement.

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THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

CONSTITUTIONAL OFFICER ENDORSEMENT

It is noted and agreed that the following are included in the definition of Member as described in the Definition section.

- ☒ Clerk of the Court
- ☒ Tax Collector
- ☒ Property Appraiser
- ☒ Supervisor of Elections
- ☐ Sheriff

It is further noted and agreed that coverage is excluded for any Law Enforcement Operations associated with the Sheriff's Department.

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Plaintiffs assert claims for injunctive and declaratory relief against Florida Governor DeSantis, Florida Secretary of State Laurel M. Lee, the Florida Elections Canvassing Commission (together with Defendants DeSantis and Lee, "State Defendants"), the Supervisor of Elections ("SOE") for each County in Florida (collectively, "SOEs"), and the County Canvassing Board for each Florida County ("County Canvassing

Boards") (and together with the SOEs, "County Defendants"). Plaintiffs generally allege[1] that Defendants have failed to take sufficient steps to protect Floridians' right to vote in the upcoming Florida elections scheduled for 2020, in light of the COVID-19 pandemic. They claim that "[i]n light of social distancing requirements and the health risks resulting from the COVID-19 pandemic, overly restrictive vote by mail processes, failure to make accommodations for disabled voters, ballot submission deadlines, an anemic online voter registration system, failure to provide vote by mail ballots and materials in Spanish, unrealistic ballot curing timeframes, and a paucity of ballot delivery mechanisms threaten the right to vote of countless Floridians." *See* SAC, ¶ 4. They argue "Defendants' failure to make any meaningful accommodation to mitigate these impacts of the COVID-19 crisis poses an undue burden on the right to vote in violation of the Constitution, the Voting Rights Act, the Americans with Disabilities Act, and the Rehabilitation Act." *Id.*

Plaintiffs bring this action under 42 U.S.C. §§ 1983 and 1988 to redress the alleged deprivation under color of state law of rights secured by the United States Constitution, §§ 2 and 203 of the Voting Rights Act ("VRA"), 52 U.S.C.A. §§ 10301, 10503, the Fourteenth and Fifteenth Amendments to the United States Constitution, and under Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12131, et seq., and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794. *See* SAC, ¶ 6.

Regarding the organizational plaintiffs, Plaintiff Dream Defenders is allegedly a Florida non-profit organization that conducts civic engagement activities across Florida, including voter registration and get out the vote efforts. Defendants' alleged failure to offer appropriate and necessary accommodations in response to the coronavirus pandemic is allegedly thwarting the ability of Dream Defenders members to cast ballots and have them count in the 2020 election cycle, and is allegedly hindering the organization's efforts to register Floridians to vote and help them vote. Plaintiff New Florida Majority Education Fund ("NewFM") is allegedly a Florida non-profit corporation that works with members and organizations across the State to assist underserved communities in voter registration, voter education, and get out the vote efforts. It argues that Defendants' alleged response to the coronavirus pandemic thwarts the organization's efforts to increase voter participation, harms its members who plan to vote in the upcoming Florida elections, and causes the organization to divert resources away from voter registration, voter education, and get out the vote efforts. Finally, Plaintiff Zebra Coalition is allegedly a community-based, nonprofit organization in Florida that seeks to mobilize and engage the young people it serves through voter registration. It claims the State's alleged failure to take steps during the public health crisis necessary to prevent the disenfranchisement of homeless and housing-insecure individuals and youth with temporary living accommodations hinders the organization's ability to engage the individuals it serves in the political process, causing the organization to divert resources to ensure they can participate in upcoming elections.

Regarding individual plaintiffs, Plaintiff Acacia Williams is a student at the University of Florida ("UF") whose family allegedly lives in New York. In response to the coronavirus outbreak, UF allegedly directed her to leave her dorm and not return to campus. She is currently with her family in New York and does not know when she will be permitted to return to UF campus. Plaintiff Bianca Maria Baez is a registered voter in Leon County, Florida who plans to vote by mail ("VBM") in the upcoming elections due to concerns with coronavirus exposure. She allegedly prefers to submit her ballot via curbside delivery and is distrustful of a mailed ballot being timely delivered. Plaintiff Murray Heller is an 86-year-old registered voter in Delray Beach, FL, who could not vote at his assigned polling place in the March 17, 2020 presidential preference primary allegedly due to (1) the Governor's executive order banning gatherings,

[1] The allegations and claims summarized herein are obtained entirely from the SAC.

(2) his age, (3) his pacemaker, (4) his history of cardiac conditions, and (5) his health concerns associated with exposure to the coronavirus. He allegedly would vote-by-mail using a ballot drop box if he could navigate the VBM process without the need to expose himself to health risks, or in person using curbside voting if it were made available to him. Plaintiff Paulina Hernandez Morales is an 85-year-old voter in Seminole County, FL, who has stage 2 breast cancer and high blood pressure. In previous Florida elections, her VBM ballot was allegedly not received in time to be counted. She allegedly now does not trust the VBM process and had planned to vote in person in the upcoming elections. She allegedly requires the assistance of a Spanish-language poll worker or other person to make an informed decision. She allegedly is not able to vote in person this year due to concerns with exposure to the coronavirus. She allegedly would be able to vote if she could access assistance from election officials and had a way to be sure her VBM ballot would be counted, such as the ability to track her mail ballot with a meaningful opportunity to cure any problems with her ballot. She would also allegedly use curbside voting if offered. Plaintiff Celcio Eduardo Romero is a 76-year-old voter in Orange County, Florida, whose dominant language is allegedly Spanish. He allegedly lives with multiple sclerosis (MS), and has limited mobility with the loss of the ability to write due to a stroke. He allegedly cannot safely leave his residence and go to his polling station due to coronavirus concerns. He would like to VBM this year but allegedly cannot without assistance marking his VBM ballot or technology that would allow him to do so independently. He is allegedly concerned that because he cannot sign his name, his ballot will be rejected. Finally, Plaintiff Sheila Young is a registered voter in Orange County, Florida who is blind. She uses assistive technology at her polling place to vote. She is allegedly concerned about complying with social distancing recommendations given that she is blind. She allegedly would like to VBM but because she is blind, she allegedly cannot mark a paper VBM ballot without assistance. She also is concerned about the privacy/secrecy of her ballot. She allegedly would use an electronic ballot delivery option if provided with the option. The need for postage to request and return her VBM ballot is also allegedly an obstacle for her. Given these issues, she allegedly will not be able to submit an independent and private ballot in the upcoming Florida elections.

Regarding the State Defendants, Governor DeSantis is allegedly responsible for the administration of state laws pertaining to elections. He is also allegedly a member of the Elections Canvassing Commission and is allegedly vested with emergency powers related to the suspension or delay of elections resulting from a state emergency. Secretary of State Lee is allegedly the chief elections officer of the State, responsible for the administration of state laws affecting voting. She allegedly has authority to oversee the administration of elections by Florida's 67 county SOEs. Defendant Elections Canvassing Commission is allegedly a state-created entity whose membership consists of the Governor and two members of his cabinet. It is allegedly tasked with adopting emergency rules to facilitate absentee voting during emergency situations.

Plaintiffs also sue each of the 67 County SOEs of the State of Florida, each in his/her official capacity. They are allegedly responsible for the administration of Florida laws and regulations related to voter registration, VBM, and the conduct of elections, including notifying registrants of incomplete voter registrations, requesting ballots that comply with a voter's language preference, establishing the number and locations of secure ballot drop boxes, providing VBM ballots to non-family members to deliver to voters, implementing the procedures for verifying signatures of and curing defects in VBM ballots, determining the hours and locations of early voting sites, ensuring the accessibility of polling places in compliance with the Florida Americans with Disabilities Accessibility Implementation Act, providing for supervised voting for voters residing in assisted living facilities or nursing homes, and implementing emergency contingency plans for a suspended or delayed election.

Plaintiffs also sue each of the 67 County Canvassing Boards in the State of Florida. They are sued as entities created pursuant to Fla. Stat. § 102.141 for each county in Florida, whose membership allegedly consists of the County SOE, a county court judge, and the chair of the board of county commissioners for the respective county. *See* SAC, ¶ 28. The County Canvassing Boards are allegedly responsible for canvassing VBM ballots, verifying the signatures of VBM ballots, verifying the validity of signatures on cure affidavits, and resolving challenges to the legality of VBM ballots.

Regarding the coronavirus, Plaintiffs claim it creates a significantly higher risk of serious illness or death for older adults and individuals with underlying chronic health conditions, such as Plaintiffs Romero, Hernandez Morales, and Heller. People of color are also allegedly experiencing a higher rate of death due to the coronavirus.

Plaintiffs claim Florida failed to take adequate precautions during its 2000 Presidential Preference Primary ("PPP") in response to the coronavirus crisis. Notwithstanding the Governor's March 1, 2020 emergency declarations and public health advise from the federal government, Defendants allegedly made no accommodations for the PPP to ensure Floridians could vote safely, without the need to gather in groups at polling places. Allegedly as a result, students across the State, including Plaintiff Williams, who were allegedly displaced due to school closures, were allegedly denied their right to vote. Elderly, ill, and immunocompromised individuals, and individuals self-quarantining allegedly did not go out to the polls.

Plaintiffs claim that according to public health experts, a recurrence of the coronavirus in the fall is likely. They claim Defendants have failed to explain how proceeding to hold the upcoming elections "according to business as usual" can be done without violating restrictions on gatherings of 10 or more Floridians in public places.

Plaintiffs also claim that voter registration has declined through mail and online. Individuals are allegedly unable to easily obtain paper applications as state offices who offer same, or that offer in-person registration, are allegedly closed or inaccessible. Many individuals are also allegedly unable to obtain a paper application through other means. Without access to the internet or a printer, using the online voter registration form is allegedly out of reach for many voters. Additionally, paper voter registration applications are allegedly not postage pre-paid, and the act of buying a stamp to mail same is allegedly a challenge for many. Further, third-party voter registration efforts have allegedly almost entirely ceased.

Plaintiffs argue Florida's online voter registration system is unduly burdensome, particularly for communities of color. To complete a voter registration through the online voter registration system ("OVR"), the would-be voter must have a driver's license or identification card issued by DHSMV. Those who do not have one, which allegedly include many persons served by Zebra Coalition, allegedly cannot complete registration through the OVR system. Instead, the system allegedly produces an electronic voter registration form, which the voter must print, sign, and mail to the County SOE or Secretary of State. Homeless and housing insecure voters and voters of color are allegedly less likely to have identification issued by the DHSMV and, thus, are allegedly more likely to encounter these requirements. However, many of them are allegedly unable to print and mail a voter registration application from the OVR system. Additionally, the OVR system allegedly makes it difficult for voters to detect and correct errors in their applications. The OVR system also allegedly regularly experiences technical breakdowns which cause it to stop functioning and go offline for several hours and as much as an entire day. During the coronavirus, when the OVR system goes offline, potential voters are then allegedly left with no means of registering to vote at all. These limitations allegedly pose significant obstacles for voter registration efforts of Plaintiffs NewFM, Organize Florida, Zebra Coalition, and Dream Defenders, and will allegedly divert resources of Organize Florida and NewFM.

Plaintiffs also argue that certain limitations on VBM unduly burden the right to vote. Voters of color and young voters allegedly face disproportionate rates of rejection of their VBM ballots in Florida. They allege that voters displaced from their homes due to the coronavirus pandemic cannot receive a ballot at the address where they are registered and must allegedly request a VBM ballot either in person or via the mail. To be timely, VBM ballot requests must allegedly be received by a County SOE no later than 10 days before the election. Florida also allegedly places limits on when an emergency ballot may be requested and the number of ballots third parties can pick up for vulnerable voters, and allegedly mandates certain alleged unnecessary and duplicative documentation requirements.

Further, to be counted, a VBM ballot allegedly must be received at a County SOE's office by 7 p.m. on Election Day. Voters allegedly must calculate how long it will take for their VBM ballot to be delivered, and mail their ballot by that date. Further, in most Florida counties, VBM ballots are allegedly not postage pre-paid, necessitating the voter to obtain sufficient postage. Voters also allegedly may return their VBM ballots in person at a County SOE's office or drop off the ballot at a designated secure drop box for early voting sites.

Further, to be counted, VBM ballot envelopes allegedly must be signed by the voter and the signature must match the voter's signature in the registration books. If it does not match, the County SOE is allegedly required to notify the voter of the signature deficiency. In many instances, they allegedly fail to do so. The voter is allegedly given the opportunity to cure the deficiency by completing and submitting to the County SOE a cure affidavit and certain forms of identification. The ballot will still allegedly be rejected under certain circumstances. The cure affidavit allegedly must be received by the County SOE by 5 p.m. on the 2nd day after the election.

Plaintiffs argue Florida's process for curing signature-match issues will disenfranchise voters. They also argue the cure period and procedures will especially affect African American and Latinx voters, working people, and young voters. Florida's VBM and cure processes will also allegedly impact those who lack home mail delivery or who have no address or have "non-traditional addresses" that do not use a street name.

Plaintiffs also argue that voters with disabilities face unnecessary obstacles to exercising their right to vote on an equal footing with other voters during the coronavirus. Voters with disabilities who are unable to vote in a precinct polling location or early voting site allegedly have few alternative voting options. Some are allegedly completely deprived of any alternative voting methods. Florida allegedly does not offer curbside voting to voters with disabilities that prevent them from going into a voting location. Plaintiffs argue that no Florida county currently provides mail ballots in alternative forms that allow all voters to cast a secret, independent, and verifiable VBM ballot without the assistance of another person.

Plaintiffs further appear to argue that under Florida's VBM procedures, language-minority voters face certain issues with voting by mail. Certain SOE websites are allegedly not translated to Spanish, thereby allegedly making certain Spanish-language voting forms inaccessible. Certain Florida counties allegedly do not offer Spanish-language assistance to help voters who are unable to speak English. As such, the same obstacles allegedly faced by disabled voters allegedly affect Spanish-language dominant voters who are unable to vote in-person because of coronavirus related health risks.

Finally, County SOEs allegedly may offer supervised voting at an assisted living facility or nursing home. However, voters living in independent living facilities or other group quarters are allegedly not eligible for supervised voting. These voters allegedly face significant health risks if they are required to vote in person at precinct polling places, and many allegedly face obstacles to voting by mail.

Based on the above, Plaintiffs assert six (6) counts against various Defendants. At Count I, they assert a § 1983 claim against all Defendants, alleging an undue burden on the right to vote in violation of the Fourteenth Amendment. They argue that unless they are granted the relief requested, the right to vote of thousands of Floridians, including the individual Plaintiffs and Organizational Plaintiffs' members and constituents, will be severely burdened (if not eliminated entirely) in the August Primary and the November General Elections. Voting in person at these elections will allegedly subject certain voters to unreasonable health risks. Other voters have been sent away from their homes and are, thus, allegedly not able to vote in person. "Without accommodations such as extended early voting days, hours, and locations and curbside voting which would allow them to vote while maintaining necessary social distancing, or expanded availability of supervised voting which would allow them to vote without leaving their residences, in-person voting is likely to be unavailable or unreasonably risky for these voters." *See* SAC, ¶ 108. "Requiring voters who are displaced or have unreliable access to mail to submit a written and signed request—which can only be done in person or by mail—in order to have their ballot sent to where they are living or where they can receive mail is unduly burdensome and unjustified in circumstances where request forms are more difficult to access, postal service is less available, and unnecessary in-person visits to SOE's offices are ill-advised even for healthy voters let alone voters who face serious health consequences from exposure to COVID-19." *Id.* ¶ 110. They also claim Florida's emergency VBM process is unduly stringent. They also allege that limiting the number of voters for whom a non-family member may pick up ballots will prevent many voters from obtaining ballots. They also allege the ballot return deadline has resulted and will likely result in the rejection of many ballots. They also argue Florida's cure procedures constitute an undue burden on the right to vote in the face of the coronavirus pandemic. Defendants' alleged failure to make adjustments to these voter registration, in person voting, and VBM rules will likely deprive thousands of Floridians the opportunity to vote in the upcoming elections, in violation of their First and Fourteenth Amendment rights.

At Count II, Plaintiffs bring a claim against all Defendants for a violation of § 2 of the Voting Rights Act of 1965, 52 U.S.C. § 10301. They argue Florida's current voter registration and VBM process has had and will continue to have an adverse and disparate impact on communities of color. They claim the OVR system is unduly burdensome to voters who lack printers or the requisite voter identification to register online, which allegedly disproportionately affects Black and Latinx voters. Their VBM ballots are also allegedly disproportionately rejected. Such allegedly violates § 2 of the Voting Rights Act.

At Count III, Plaintiffs bring a claim against all Defendants for failure to provide reasonable accommodations, in violation of Title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131, et seq. Plaintiffs claim Defendants' alleged "failure and refusal to extend the vote-by-mail deadlines; expand availability of emergency vote-by mail procedures; expand the methods for requesting, obtaining, and returning vote-by-mail ballots; and adopt safe and accessible methods of in-person voting constitute a failure to make a reasonable accommodation for those, such as Plaintiffs Heller, Romero, and Hernandez Morales, whose health and age limit their ability to have contact with others in this time of public health emergency created by COVID-19." *See* SAC, ¶ 131. Likewise, they claim Defendants' alleged "failure to offer VBM ballots in a form that is accessible to blind or low-vision voters or voters with manual impairments limiting their ability to mark a paper ballot, despite requirements in Florida law mandating that they do so and when the necessary technology is readily available, likewise constitutes a failure to make a reasonable accommodation for voters such as Plaintiffs Young and Romero, who need such accommodations in order to independently and confidentially cast a VBM ballot." *Id.* ¶ 132. Plaintiffs

claim such failures constitute a condition on access to the ballot box that effectively screens out such individuals from participating in the upcoming elections, in violation of Title II of the ADA.

At Count IV, Plaintiffs bring a claim against all Defendants for failure to provide reasonable accommodations, in violation of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794. Plaintiffs allege the same failures and refusals by Defendants as those asserted at Count III. *See* SAC, ¶¶ 138, 139. They claim that Defendants' alleged failure to accommodate these voters constitutes a condition on access to the ballot box that has the effect of screening out such individuals from participating in the upcoming elections, in violation of Section 504 of the Rehabilitation Act.

At Count V, Plaintiffs bring a claim against all Defendants for failure to provide Spanish-language voting materials and assistance, in violation of Section 203 of the Voting Rights Act of 1965, 52 U.S.C. § 10503. Plaintiffs allege: "The Defendants' failure to provide VBM ballots, related instructions and documents to request, mark, return, and cure VBM ballots and other electoral materials in Spanish-language as provided to English-language voters contravenes the law which requires Spanish-language dominant voters receive materials and assistance needed to make an informed vote." *See* SAC, ¶ 143. They claim Defendants' alleged failure to offer Spanish-language VBM ballots statewide to Spanish-dominant voters despite requirements mandating same constitutes a failure to provide materials necessary for voters such as Plaintiffs Romero and Hernandez Morales to independently and confidentially cast a VBM ballot.

Finally, at Count VI, Plaintiffs bring a claim against only the County Defendants under § 1983 for a denial of procedural due process under the Fourteenth Amendment of the United States Constitution. They argue Florida's VBM scheme deprives many voters of their right to vote with neither adequate notice nor a meaningful opportunity to be heard. This is based on issues relating to the VBM "received-by" deadline, and issues with the cure process. They argue that the "County Defendants' enforcement of Florida's vote-by-mail deadline, signature match verification process, and cure process are fundamentally unfair and violate the Due Process Clause of the Constitution under the circumstances caused by the COVID-19 pandemic. They leave the electorate with insufficient information to know whether their ballot was counted and how to cure mistakes, and insufficient opportunities to cure those mistakes once identified. The scheme operates to the particular disadvantage of voters of color, disabled voters, LEP voters, and low-income voters, who are less likely to have the equipment necessary to return their cure affidavits to the SOE in a safe and timely manner." *See* SAC, ¶ 158. They argue that additional or substitute procedural safeguards are available and would impose no burden on the County Defendants.

Based on the above causes of action, Plaintiffs demand judgment: (1) enjoining Defendants to undertake emergency actions with respect to any election in the State affected by the COVID-19 pandemic; (2) ordering Defendants to implement measures to ensure eligible Floridians are able to register to vote, including (i) conducting certain outreach to unregistered and inactive voters, (ii) ensuring Florida's online voter registration systems has sufficient capacity to accommodate an increase in voter registration and updates thereto, (iii) allowing voters who lack a Florida driver's license or identification card to register to vote online using solely the last four digits of their social security number, and (iv) notifying voters of errors with their online voter registration applications without requiring the voters to print and mail a paper voter registration application; (3) ordering Defendants to modify VBM procedures to ensure they are available and accessible to all registered voters, including by (i) permitting voters to have their ballot sent to an alternate address without requiring the request to be signed and in writing, or alternatively, sending a postage pre-paid VBM request form to all currently registered voters, (ii) ensuring that every voter is mailed a ballot in accordance with their language preference and providing language assistance, (iii) ensuring VBM ballots are available in formats accessible to voters with disabilities without requiring

assistance from others, (iv) accepting returned VBM ballots and counting them if postmarked by Election Day and received within 10 days, (v) expanding the number and locations of drop-boxes and accepting ballots returned thereto no later than Election Day, (vi) allowing voters to utilize the emergency VBM ballot procedures, (vii) suspending limits on the number of ballots that may be obtained and the manner of their return by non-family members authorized to obtain and return same, and (viii) extending the VBM cure period for certain ballots, and ensuring signature matching and cure procedures and instructions are clear, objective, reliable, accessible, and non-discriminatory; (4) ordering Defendants to ensure in person voting is safe and accessible, by (i) expanding early voting, (ii) establishing curb-side voting at each polling location, (iii) expanding availability of supervised voting, and (iv) ensuring CDC guidelines for reducing the right of COVID-19 exposure are followed; (5) ordering Defendants to ensure all voter registration forms, VBM mail request forms, VBM return envelopes, and cure affidavits can be sent postage pre-paid; (6) ordering Defendants to provide all of the above materials and information in Spanish-language; (7) ordering Defendants to publicize, in English, Spanish, and other languages spoken by a substantial number of Florida voters, the changes to voting and VBM procedures, and (8) awarding Plaintiffs their costs, expenses, and reasonable attorneys' fees pursuant to, *inter alia*, 42 U.S.C. § 1983 and other applicable laws.

COVERAGE ANALYSIS

Based upon our review of the SAC and the applicable provisions of the Coverage Agreement, we take this opportunity to issue this comprehensive reservation of rights to the SOE and the County Canvassing Board, in order to place said entities on notice of the relevant terms and conditions of the Coverage Agreement, including exclusions, limitations, and/or defenses to coverage which may be applicable to the claims asserted in the subject SAC. We hereby take this opportunity to advise you as to why the Coverage Agreement, including but not limited to the insuring language, definitions, conditions, and exclusions may not provide coverage for certain claims or damages which are alleged or sought in the applicable SAC against the SOE and/or the County Canvassing Board.

Additionally, please note that no statements contained in this correspondence are intended to express an opinion or determination by FACT regarding the propriety, veracity, accuracy or merit of the allegations which have been made in the above-referenced suit. It is simply our decision to place the County, the SOE, and the County Canvassing Board on notice, at the earliest possible juncture, as to the terms, conditions, limitations, and exclusions of the Coverage Agreement and other applicable coverage defenses which could be applicable to the instant lawsuit.

Please be advised that the allegations of the SAC do appear to implicate certain exclusions or limitations relating to coverage contained in the applicable Coverage Agreement, and FACT hereby takes this opportunity to place the County, the SOE, and the County Canvassing Board on notice regarding the potential implications on coverage which are applicable to this lawsuit. Based upon our investigation and careful consideration of all issues, FACT must respectfully reserve all rights and defenses for this claim as to coverage with respect to the SOE and the County Canvassing Board, both for defense and indemnification. FACT fully and expressly reserves all of its rights in this matter and does not intend to waive any of its rights, even if it fails to raise a particular coverage issue or defense in this correspondence.

FACT has considered this matter for coverage under the General/Professional Liability provisions of the Coverage Agreement and, subject to this reservation of rights, will provide the SOE and the County Canvassing Board with a defense for the entire case, subject to the terms and conditions of the Coverage Agreement. We have determined that Plaintiffs' claims against the SOE and the County Canvassing Board potentially satisfy the insuring language of the Coverage Agreement. Through their SAC, Plaintiffs appear

to assert claims against the SOE and the County Canvassing Board for Damages because of Errors and Omissions Liability and/or Civil Rights Liability, caused by an Occurrence taking place during the coverage period of the Coverage Agreement.

However, certain aspects of Plaintiffs' claims appear to implicate certain limitations under the insuring language of the Coverage Agreement. First, Plaintiffs make demands for both injunctive and declaratory relief against the SOE and the County Canvassing Board at each of Counts I through VI. The definition of "Damages" under the Coverage Agreement explicitly excludes any court order to take or forbear taking any action. Accordingly, to the extent Plaintiffs seek injunctive and/or declaratory relief from the SOE and/or the County Canvassing Board, FACT shall owe no duty to indemnify the SOE or the County Canvassing Board for the cost of complying with any injunctive, declaratory, or other non-monetary relief issued by the Court against the SOE or the County Canvassing Board as a result of any of Plaintiffs' claims.

Further, the term "Damages" excludes "any fees or costs Claimed or incurred as a result of a Claim or Suit, unless specifically provided for under the Supplemental Payments provisions of this General/Professional Liability coverage part of the Coverage Agreement." The Supplemental Payments provisions of the Coverage Agreement provide, in pertinent part, that FACT "will pay the following costs and expenses, hereinafter referred to as Supplemental Payments, if required to investigate, settle and/or defend any Occurrence, Claim, Suit or count therein: . . . All costs taxed against the Member in any Suit the Trust defends, including plaintiffs' attorneys' fees awarded pursuant to 42 United States Code § 1988 because of a covered count in any Suit the Trust defends, but excluding any other award of plaintiffs' attorneys' fees awarded under any other federal, state or local law or regulation."

Here, with respect to Counts II, III, IV, and V, Plaintiffs do not appear to make any demand for attorneys' fees awardable pursuant to 42 U.S.C. § 1988. The SAC states that "Plaintiffs bring this action under 42 U.S.C. §§ 1983 and 1988 . . . ." *See* SAC, ¶ 6. In the Request For Relief, it also demands judgment "[a]warding Plaintiffs their costs, expenses, and reasonable attorneys' fees pursuant to, inter alia, 42 U.S.C. § 1983 and other applicable laws." *Id.* at 80. Accordingly, while Plaintiffs do appear to make demands for attorneys' fees with respect to their § 1983 claims found at Counts I and VI, Plaintiffs do not explicitly make any claim for attorneys' fees under § 1988 with respect to their remaining claims found at Counts II, III, IV, and V.

As a result, the only demands for relief associated with Counts II, III, IV, and V appear to be demands for injunctive and/or declaratory relief. As such, Plaintiffs do not appear to make a claim for "Damages" at Counts II, III, IV, and/or V as that term is defined under the Coverage Agreement. As a result, the claims asserted at Counts II, III, IV, and V fail to satisfy the insuring language of the Coverage Agreement, and FACT shall owe no duty to indemnify the SOE or the County Canvassing Board for any relief awarded under any of Counts II, III, IV, or V.[2]

Additionally, Plaintiffs' claims asserted against the SOE and the County Canvassing Board are subject to Exclusions 30, 33, and 35 of the Coverage Agreement.

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[2] However, please note that this coverage determination is subject to change should Plaintiffs assert a claim for attorneys' fees under 42 U.S.C. § 1988 for any of Counts II, III, IV, or V, and should the Court award same. At this time, such demand for relief simply does not appear to be asserted with respect to any of the claims asserted at any of Counts II, III, IV, or V. Regardless, any duty to indemnify an award under any of Counts II, III, IV, or V would subject to all other terms, conditions, and exclusions of the Coverage Agreement.

Exclusion 30 provides that coverage is excluded and this Coverage Agreement does not apply as follows: "any Claim or Suit seeking relief or redress in any form other than money Damages and any costs, fees, expenses or attorneys' fees relating to such Claims or Suits, including those with allegations: 1. seeking injunctions, declaratory judgments or extraordinary writs such as certiorari, mandamus, quo warranto or other relief as the only claim or remedy pursued in a Suit and no other covered Claims for Damages." Here, each of Counts I through VI seeks both injunctive and declaratory relief against Defendants. To the extent such claims seek declaratory and/or injunctive relief, Exclusion 30 is satisfied, and pursuant to Exclusion 30, FACT shall owe no duty to indemnify the SOE or the County Canvassing Board from the costs of complying with any injunctive or declaratory relief that may be awarded under any claims asserted against the SOE and/or the County Canvassing Board in this action.

Further, as noted above, the only demand for relief associated with Counts II, III, IV, and V appears to be demands for injunctive and/or declaratory relief. As such, Plaintiffs do not appear to make a claim for "Damages" at Counts II, III, IV, and/or V as that term is defined under the Coverage Agreement. Instead, the only demands made at Counts II, III, IV, and V appear to be demands only for injunctive and/or declaratory relief. To such an extent, Exclusion 30 is satisfied, and pursuant to Exclusion 30, FACT shall owe no duty to indemnify the SOE or the County Canvassing Board for any relief awarded under any of Counts II, III, IV, or V.[3]

Exclusion 33 provides that coverage is excluded and this Coverage Agreement does not apply as follows: "any liability arising out of, caused by, contributed to or connected with alleged violation of the following . . . Title II of the Americans with Disabilities Act of 1990; and . . . The Rehabilitation Act of 1973." Here, at Count III, Plaintiffs assert a claim against all Defendants for an alleged violation of Title II of the Americans with Disabilities Act. Stated somewhat differently, Count III asserts a claim for liability against the SOE and the County Canvassing Board arising out of, caused by, contributed to and/or connected with an alleged violation of Title II of the Americans with Disabilities Act of 1990. Thus, the claims asserted at Count III satisfy Exclusion 33, and pursuant to Exclusion 33, FACT shall owe no duty to indemnify the SOE or the Canvassing Board for any judgment, award, verdict, or settlement arising out of Count III.

Likewise, at Count IV, Plaintiffs assert a claim against all Defendants for an alleged violation of Section 504 of the Rehabilitation Act. Stated somewhat differently, Count IV asserts liability against the SOE and the County Canvassing Board arising out of, caused by, contributed to, and/or connected with an alleged violation of The Rehabilitation Act of 1973. Thus, the claims asserted at Count IV satisfy Exclusion 33, and pursuant to Exclusion 33, FACT shall owe no duty to indemnify the SOE or the Canvassing Board for any judgment, award, verdict, or settlement arising out of Count IV.

Exclusion 35 provides that coverage is excluded and this Coverage Agreement does not apply as follows: "to any Claim, Suit or liability for Damages including attorneys' fees, costs or expenses for any Claim or Suit, unless specifically provided for under the Supplemental Payments provisions of this Coverage Agreement." As noted above, the Supplemental Payments provisions of the Coverage Agreement provide, in pertinent part, that FACT "will pay the following costs and expenses, hereinafter referred to as

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[3] Once again, however, please note that this coverage determination is subject to change should Plaintiffs assert a claim for attorneys' fees under 42 U.S.C. § 1988 for any of Counts II, III, IV, or V, and should the Court award same. At this time, such demand for relief simply does not appear to be asserted with respect to any of the claims asserted at any of Counts II, III, IV, or V. Regardless, any duty to indemnify an award under any of Counts II, III, IV, or V would subject to all other terms, conditions, and exclusions of the Coverage Agreement.

Supplemental Payments, if required to investigate, settle and/or defend any Occurrence, Claim, Suit or count therein: . . . All costs taxed against the Member in any Suit the Trust defends, including plaintiffs' attorneys' fees awarded pursuant to 42 United States Code § 1988 because of a covered count in any Suit the Trust defends, but excluding any other award of plaintiffs' attorneys' fees awarded under any other federal, state or local law or regulation."

Here, the claims asserted at Counts II, III, IV, and V do not appear to demand prevailing party attorneys' fees under 42 U.S.C. § 1988. Plaintiffs make an explicit demand for attorneys' fees only pursuant to 42 U.S.C. § 1983, which implicates their claims at Counts I and VI. Accordingly, such demand does not appear to implicate Counts II, III, IV, or V. Regardless, to the extent Plaintiffs seek an award of attorneys' fees at Counts II, III, IV, and/or V pursuant to any provision other than § 1988, such demand would not be specifically provided for under the Supplemental Payments provisions of this Coverage Agreement and, as a result, would be subject to Exclusion 35. Accordingly, to the extent Plaintiffs assert a claim for plaintiffs' attorneys' fees at Counts II, III, IV, and/or V pursuant to any provision other than § 1988, such is subject to Exclusion 35, and FACT hereby reserves its right to deny any duty to indemnify such an award under any of Counts II, III, IV, or V pursuant to Exclusion 35.[4]

FACT has retained the following law firm to represent the SOE and the County Canvassing Board in this suit subject to this reservation of rights: Susan Erdelyi, Marks Gray, P.A. Jacksonville, FL. FACT will be responsible for the payment of said defense counsel's reasonable fees and costs, until the conclusion of this suit, the dismissal/resolution of the covered claims, or an ultimate resolution of the coverage issues addressed in this correspondence, whichever occurs sooner. We hereby request that the SOE and/or the County Canvassing Board advise us immediately, in writing, if said law firm is not acceptable to said entities as defense counsel and provide an explanation for that position. Otherwise, FACT will assume that said firm is mutually agreeable counsel and proceed accordingly.

Please be advised that the SOE and the County Canvassing Board each has the right to retain separate counsel at its own expense, in order to advise and/or represent said entity with respect to any uncovered allegations or claims in this lawsuit. This is not a demand that said party retain its own separate counsel, but merely to advise said entity of that right, should it decide to do so.

FACT respectfully places the County, the SOE, and the County Canvassing Board on notice that it is fully reserving any and all rights and defenses which it may have with respect to the above-referenced lawsuit and Coverage Agreement. FACT specifically reserves all of its rights to disclaim any obligation to indemnify the SOE with respect to any future settlement, verdict, judgment or award which may result from any uncovered claim or demand in the above-referenced lawsuit. FACT does not waive or relinquish any of its rights or defenses to coverage available under the applicable Coverage Agreement, either at law or equity. FACT specifically reserves the right to assert additional reasons for disclaiming any duty to defend and/or indemnify based upon the terms, conditions and exclusions of the Coverage Agreement and/or based upon law or fact. FACT further reserves the right to withdraw any defense which has previously been provided.

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[4] Once again, however, please note that this coverage determination is subject to change should Plaintiffs assert a claim for attorneys' fees under 42 U.S.C. § 1988 for any of Counts II, III, IV, or V, and should the Court award same. At this time, such demand for relief simply does not appear to be asserted with respect to any of the claims asserted at any of Counts II, III, IV, or V. Regardless, any duty to indemnify an award under any of Counts II, III, IV, or V would subject to all other terms, conditions, and exclusions of the Coverage Agreement.

Nothing contained herein shall be deemed a waiver of FACT's right to assert additional grounds for disclaiming or limiting coverage, whether now known or discovered in the future. The failure to reserve, in this correspondence, any reason for disclaiming or limiting coverage should not be deemed a waiver by FACT. By not mentioning other provisions and conditions of the Coverage Agreement, FACT does not waive them. We further respectfully advise you that any future activity on our part by way of investigation, review, or negotiation of this matter, or any defense which we may provide does not constitute a waiver of FACT's rights under the Coverage Agreement.

If you believe that any factual information or representations in this correspondence are incorrect, please advise us immediately, in writing. Also, if the SAC is amended at any time in the future, or you should wish us to consider any further documentation in connection with the foregoing coverage position, we would request that you forward any relevant documents to us at your earliest opportunity, for our coverage review and determination.

Respectfully,

Christopher Smith, ACA, RMPE
Claims Supervisor – FACT
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IN MEMORIAL OF
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June 16, 2020

VIA E-MAIL AND REGULAR MAIL

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

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

Re: Concert Ordinance and Notice

Dear Annie Mae and LaWanda:

Pursuant to the Board's instructions, enclosed please find a draft Ordinance on concerts.

Also I enclose a Notice to go in the newspaper if the Board decides to advertise.

Please review this and get back with me with any suggestions, corrections, additions, and/or deletions.

Thank you very much and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosures

NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to establish a special event permit regulating concerts, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, on _____, 2020, at _____. The title of the proposed ordinance is:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA ESTABLISHING A SPECIAL EVENT PERMIT REGULATING CONCERTS, DEFINING CERTAIN TERMS; SETTING APPLICATION FEE RATES FOR CONCERTS WHICH REQUIRE A SPECIAL EVENT PERMIT; ESTABLISHING PROVISIONS FOR SECURITY AT SUCH EVENTS; PROVIDING FOR CONDUCT AT SUCH EVENTS; PROVIDING THAT LICENSEE PROVIDE FOR THE CLEAN UP OF ALL COMMERCIAL WASTE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this _____ day of _____, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA ESTABLISHING A SPECIAL EVENT PERMIT REGULATING CONCERTS, DEFINING CERTAIN TERMS; SETTING APPLICATION FEE RATES FOR CONCERTS WHICH REQUIRE A SPECIAL EVENT PERMIT; ESTABLISHING PROVISIONS FOR SECURITY AT SUCH EVENTS; PROVIDING FOR CONDUCT AT SUCH EVENTS; PROVIDING THAT LICENSEE PROVIDE FOR THE CLEAN UP OF ALL COMMERCIAL WASTE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is responsible for protecting the health, safety and welfare of the citizens of Taylor County, and

WHEREAS, the Board of County Commissioners wishes to ensure that the use of private or public property for certain intense uses should be regulated as to conduct; and

WHEREAS, the Board of County Commissioners must protect the public health, safety and welfare of the community by setting certain standards; and

WHEREAS, the Board of County Commissioners has determined that the least intrusive means of promoting the health, safety and welfare of the community is through the adoption of the following ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

SECTION 1. Definitions.

(a) "Automobile parking space," when required by this chapter, means any space permanently maintained for the duration of the outdoor event with not less than 144 square feet of usable area, and not less than eight feet wide at any place, on or contiguous to the land on which the outdoor event is conducted, so located and arranged as to permit the parking of, and be readily accessible under its own power to, a passenger automobile of average size.

(b) "Event" means any concert, where participants are paid or admission is charged that is an event, and/or where 50 people are present.

SECTION 2. License issued only by the Board of County Commissioners. For the unincorporated areas of Taylor County, Florida. Except as otherwise provided in this title, a license required by this ordinance shall not be issued except upon the order of the Board of County Commissioners after the Board has approved a concert permit for the event as specified in this ordinance.

SECTION 3. License – Required. Every person conducting, managing or carrying on an event shall first procure a Permit and pay a Permit and License fee in the amount set forth in Section 5 of this Ordinance.

SECTION 4. License – Time for Filing Application. An application for a license for an event shall be filed not less than sixty (60) days prior to the beginning of such event, or not less than five (5) days after the effective date of this ordinance, whichever is later.

SECTION 5. License – Application – Contents Required. An application for a concert event shall include:

a. The applicant's full name and the physical address where any notice or other correspondence may be sent by certified mail, return receipt requested, (a P.O. Box may not be given) along with a current picture identification of the applicant which will be photocopied;

b. The owner, exact location, legal description, area and shape of the premises on which it is planned to conduct the event;

c. The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event;

i) All portions of the event (activity), including parking, shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner(s) is submitted with application for license.

d. The date or dates and the hours during which the outdoor event is to be conducted, and during which the premises will be under the control of the applicant;

e. An estimate of the minimum and maximum numbers of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.

f. A statement whether security will be provided by a private security operator or whether arrangements have been made for security to be provided by off-duty Taylor County Deputy Sheriffs through the Sheriff's Office. If private security is being used, a sworn statement from the private security operator is required. Such sworn statement shall set forth the name and address of the private security operator

and certify that all guards to be used are licensed and bonded and do not have a felony record or a criminal history of any violence. If off-duty Deputy Sheriff's are being used, then a statement from the Sheriff's Office is needed which states that the Sheriff has approved this off-duty work.

g. A statement as to what medical/ambulance services will be provided.

h. Such other information pertinent to the outdoor event as the Board of County Commissioners or any other County Officer finds necessary and requires in order to determine whether or not the license should be granted and, if granted, the conditions of such license. Such information must be provided to the applicant within 30 days of his or her application.

i. A consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the Board of County Commissioners, County Administrator, County Engineer, County Forester or County Fire Chief, State Fire Marshal, Sheriff, County Health Officer and any other County Officer or State Officer in the performance of his or her duties.

j. A license fee of $250.00

SECTION 6. Application – Accompanying Documents. At the time of filing an application for a license for an outdoor event, the applicant, at the same time, shall also file:

a. Four (4) copies of a map drawn to scale of at least one inch (1") to four hundred feet (400'), showing:

1) The location of the property concerned;

2) The location of all highways, roads, lots and parcels of land within six hundred and sixty feet (660') of the exterior boundaries of the proposed use;

3) The location of the parking area and all other areas to be used for other uses incidental to the event;

4) All interior access ways;

5) Access to the property;

6) The location of all toilet, medical, drinking and other facilities;

b. A certified list, as shown on the latest available assessment roll of the county of the names and addresses of all persons to whom all property is assessed within six hundred sixty feet (660') of the exterior boundaries of the proposed use;

c. A document showing that the applicant is the owner of the premises, or an agreement in writing signed by the owner permitting such use of the premises and the filing of the application;

d. An agreement signed by the applicant and by the owner of the subject premises that they will reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held;

e. A standard hold harmless and indemnification form completed and executed by the applicant and the owner of the subject premises stating that they will each indemnify and hold harmless Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event; and

SECTION 7. License – Public Hearing Required. Upon receipt of an application for a license to conduct an event, the Board of County Commissioners shall determine whether or not more than one thousand (1,000) persons will attend the event. In making such determination, the Board may consider but is not bound by the number stated in the application. If the Board finds that not more than one thousand (1,000) persons will attend the event and also makes the findings required in Section 9, then the Board may, without holding a public hearing, grant the license. Such license shall not permit more than one thousand (1,000) to attend. Otherwise, the commission shall set the application for hearing. The applicant will pay all advertising cost for public hearings.

SECTION 8. Notice of Public Hearing. The Clerk of the Court of Taylor County shall serve notice, by certified mail return receipt requested, of the time and place of a hearing required by Section 7, and not less than (5) days before such hearing serve notice of the time and place of hearing upon all persons whose names and addresses appear upon the latest available assessment roll of the county as owning property within six hundred and sixty fee (660') of the exterior boundaries of the proposed use.

SECTION 9. License – Grant or Denial Conditions. A license required by this ordinance shall be granted or denied by the Board of County Commissioners. A license shall not be granted unless the Board of County Commissioners also finds that the proposed event will not in any way substantially jeopardize, adversely affect, endanger or otherwise constitute a menace to the public health, safety or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. The Board of County Commissioners may find that a location is unsuitable even if in the proper zone.

SECTION 10. License – Number of Participants Stated. A license for an event shall state the maximum number of participants permitted. In deciding this maximum, the Board of County Commissioners may be guided by, but is not bound by the estimate stated in the application for a license.

SECTION 11. License – Dates and Hours Stated. A license for an event shall state the dates and hours during which the event may be conducted. Unless otherwise approved by the Board, the hours will be limited to between 7 AM and 7 PM.

SECTION 12. Attachment of Conditions.

a. In granting a license, the Board of County Commissioners may attach such conditions as it finds necessary to accomplish the purpose of this ordinance, including, but not limited to:

1) Provisions for cleaning up the premises after the termination of the outdoor event;

2) Advertising permitted, including advertising by radio, television, social media, internet or loudspeaker;

3) Assuring that the number attending does not exceed the number permitted by the license;

4) Such other conditions as the Board finds necessary for reasons of health, sanitation, supply of food, supply of water, or promotion of the general welfare.

b. Such conditions shall appear on the license.

SECTION 13. Modification, Suspension or Revocation. After a hearing, the Board of County Commissioners may revoke, suspend or modify a license for an event for any just reason, including but not limited to any non-compliance with any ordinance, state law, or county or state rule.

SECTION 14. Premature Applications. If an application is filed prior to the effective date of the ordinance to conduct an event, it shall be valid and treated as if it were filed after the effective date of this ordinance if in all respects it complies with the provisions of this ordinance.

SECTION 15. Dates and Hours. The licensee shall operate the event only on those days and during the hours specified on the license.

SECTION 16. Admission and Number of Participants. The licensee shall not admit any person to an event if such admission would result in a greater number of persons present than permitted by the license.

SECTION 17. Advertising. A person shall not advertise or announce by any means or medium, including but not limited to pamphlets, handbills, newspapers, radio, television, internet and social media, the holding of an event prior to the granting of a license permitting such event. The licensee or other person shall not print, distribute, broadcast or use any such advertising or announcement, or any other advertising of the event, which has not first been approved by the Board of County Commissioners.

SECTION 18. Access Ways. The licensee shall provide all exterior and interior access ways that the Sheriff, the Fire Chief and the County Engineer find necessary for the use of participants at the event, all exterior and interior access ways shall be clearly delineated by means of curbs or buffers on the ground. A person shall not occupy any such access way except for the purpose of access or to cross the same.

SECTION 19. Parking. Every premises on which an event is conducted shall have on such premises or contiguous thereto automobile parking spaces equal to one-fifth (1/5) of the number of persons which the license permits to attend the said event unless the County Engineer finds that a smaller number is sufficient, in which case the parking area shall be graded, marked and separated by a physical barrier from the area where the patrons will watch the performance. At all times between (1) hour before the beginning of the outdoor event and (1) hour after its termination, the licensee shall provide parking attendants at all entrances, exits and within the parking lots.

SECTION 20. Communication System. The licensee shall install and at all times during which the event is in progress maintain an emergency communications system which the Sheriff, the County Forester and the Fire Chief find adequate for fire and police protection.

SECTION 21. Fire Protection. The licensee shall provide all fire protection and fire safety measures as the County Forester and the County Fire Chief find necessary to protect those attending the event.

SECTION 22. Security Guards. The Licensee shall provide one licensed and bonded security guard supplied by a private security operator or one off-duty Taylor County

Deputy Sheriff hired through the Sheriff's Office for each two hundred (200) persons which the license permits to attend, whether actually present or not, shall be constantly in attendance during the entire time the event is in progress, and shall devote his or her entire time and attention to keeping order, and observing and enforcing all applicable statutes and ordinances, including the provisions of this ordinance. No private security guard may be a convicted felon or have a criminal record that includes a crime of violence.

SECTION 23. Drinking Water.

a. The licensee shall provide drinking water that is safe and meets the requirements of *Florida Statutes, Florida Accessibility Code and Florida Administrative Code,* and meets the following standards:

1) One water supply for fifty (50) through one hundred (100) persons;

2) Two water supply for more than one hundred (100) but less than five hundred (500) persons;

3) One additional water supply for each additional five hundred (500) persons or fraction thereof.

b. If the County Health Officer finds that lesser or different facilities are sufficient instead of the above, the licensee shall provide such facilities.

SECTION 24. Sanitary Facilities.

a. Sanitary facilities shall be provided as required by the Taylor County Health Officer.

b. The licensee shall be responsible for all commercial waste and shall be responsible for paying for the pickup of all waste generated.

SECTION 25. Alcohol or Drugs. A person shall not enter, be or remain on any part of the premises on which an event is conducted while in the possession of, consuming, using or under the influence of any alcoholic beverage or drugs. The license shall not permit any such person to enter or remain upon the licensed premises.

SECTION 26. Savings Clause. If any portion of this ordinance is determined to be illegal or unconstitutional by a court of competent jurisdiction it shall not affect the other sections, clauses or parts of this ordinance.

SECTION 27. Conflict with Other Ordinances. The provisions of this ordinance which are in conflict with any provisions of any other ordinance shall govern and where there is any conflict the provisions of the other ordinances are rescinded to the extent they conflict with this ordinance.

SECTION 28. Effective Date. This ordinance shall become effective upon filing with the Secretary of State of the State of Florida and notification that the Ordinance has been filed with that office.

SECTION 29. Penalties. The penalty for violation of the requirements for this ordinance is $1,000 dollars for the first offense and $5,000 for each offense thereafter. Said violation is a civil infraction.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, CHAIRPERSON

ATTEST: _____
ANNIE MAE MURPHY, CLERK

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The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

June 29, 2020

VIA E-MAIL AND REGULAR MAIL

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

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

Re: Golf Cart Ordinance (Keaton Beach)

Dear Annie Mae and LaWanda:

Enclosed please find a DRAFT Ordinance and Notice on golf carts at Keaton Beach.

Please review and if you have a question, please get back with me.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO. _____

AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE OF ORDINANCES WHICH EXPANDS THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM SAW GRASS ESTATES TO 700 FEET NORTH OF THE CORNER STORE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have received a request to expand the operation of golf carts in the Keaton Beach area and the Board having found it to be in the interest of the citizens of the beach area of Taylor County to expand the limit of golf cart operation at Keaton Beach from Saw Grass Estates to 700 feet North of the Corner Store.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:

Section 1. Section 74-4(3)(c) is amended to read that "a golf cart may be operated at Keaton Beach from Saw Grass Estates to 700 feet North of the Corner Store."

Section 2. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

_____
PAM FEAGLE, Chairperson

ATTEST

_____
ANNIE MAE MURPHY,
Clerk of Court

NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance amending Section 74-4(3)(c) of the Taylor County Code of Ordinances which expands the limits of Golf Cart Operation at Keaton Beach, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2020, at _____.

The title of the proposed ordinance is:

AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE OF ORDINANCES WHICH EXPANDS THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM SAW GRASS ESTATES TO 700 FEET NORTH OF THE CORNER STORE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this ___ day of _____, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

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The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

June 4, 2020

VIA E-MAIL

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

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

Re: Donaldson Bridge Road Resolution

Dear Annie Mae and LaWanda:

Pursuant to the Board's instruction, please find a Resolution setting the speed limit on the Donaldson Bridge Road at 25 mph.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

TAYLOR COUNTY RESOLUTION NO._____

WHEREAS, it has come to the attention of the Board of County Commissioners of Taylor County, Florida, that the speed limit on the following described road needs to be set, and

WHEREAS, on the below listed road the speed limit shall be set as outlined below:

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

1. The speed limit on Donaldson Bridge Road is set at 25 mph.
2. Any resolution or posting of a different speed on said above described road which is different from the above is hereby repealed.

PASSED AND ADOPTED in regular session this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of the Taylor County CARES Act Funding Agreement.
MEETING DATE REQUESTED:	JULY 6, 2020

Statement of Issue: To receive CARES Act funding for Taylor County and discuss use of CARES Act funds.

Recommended Action: Approve

Fiscal Impact: $940,906 for initial 25% allocation

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 838-3500 ext 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The CARES Act, section 601 (d) of the Social Security Act, created the Coronavirus Relief Fund and provided Florida with $8,328,221,072; 55% was allocated to the State of Florida and 45% was allocated to Florida Counties. The United Stated Department of Treasury disbursed a portion of these funds directly to counties with a population in excess of 500,000 previously.

The recipient of the CARES Act funding for counties with a population of under 500,000 is the Florida Department of Emergency Management. This agreement will be to enter into agreement with the Florida Department of Emergency Management for the Taylor County portion of this allocation.

The initial 25% of the Taylor County allocation will be disbursed directly to Taylor County, upon receipt of the funding agreement. The remainder of the allocation will be disbursed on a reimbursement basis.

The Florida Association of Counties and Small Counties Coalition have issued guidance regarding this funding, which includes following U.S. Treasury guidance carefully and forming a local team to be a critical control point for funds, which must be expended by December 31, 2020.

Options: Approve/Do not approve

Attachments:
Agreement
U.S. Department of Treasury guidance
Florida DEM Fact Sheet

Agreement Number: Y2303

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Taylor County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
C. The Division has statutory authority to disburse the funds under this Agreement.
D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with $8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
E. The United States Department of the Treasury disbursed $2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
F. A remaining balance of $1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
    i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
    ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
    iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
    iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
    v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
    vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.

b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.

b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
e. For the purposes of this Agreement, the term "improper payment" means or includes:
    i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that[1]—
    i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
    ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
    iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
i. Examples of Eligible Expenses include, but are not limited to:
    i. Medical expenses
    ii. Public health expenses
    iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
    iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
    v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
    vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING
a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

[1] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10)AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:
    i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

    ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12)MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13)LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14)DEFAULT

a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15)REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
c. Withhold or suspend payment of all or any part of a request for payment;
d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
e. Exercise any corrective or remedial actions, to include but not be limited to:
    i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
    ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
    iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
    iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
    v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16)TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17)ATTACHEMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18)PAYMENTS

a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for **Taylor County** is in the amount of **$940,906.00.**

(19)REPAYMENTS

a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20)MANDATED CONDITIONS AND OTHER LAWS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21)LOBBYING PROHIBTION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
    i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
    ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient , to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
    v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(22)LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23)ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25)<u>COPELAND ANTI-KICKBACK ACT</u>

a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

   i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:
   i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28)SUSPENSION AND DEBARMENT

a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
   i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
   iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29)BYRD ANTI-LOBBYING AMENDMENT

a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
    i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
    i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title

Date: _____

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of **Taylor County** County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.

3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:

a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);

b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and

c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____
Name and title: _____
Date: _____

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Taylor County**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The sub-recipient, **Taylor County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____
Name and title: _____
Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and title

Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

CARES ACT LOCAL GOVERNMENT FUNDING

OVERVIEW

The State of Florida, through the Florida Division of Emergency Management (Division), will disburse CARES Act funds to Counties with populations under 500,000.

The Division will make an initial disbursement of 25% for each County's State-determined allocation. As part of the second Phase of the Program, they may request additional funds beyond the initial 25% on a reimbursement basis, as needed.

Following initial disbursement, Counties are required to complete quarterly reports on expenditures and projected spending of their initial allocation. These reports are due no later than the 15 days after the end of the quarter. The first report will be due 9/30/2020.

FUNDING AGREEMENT

Counties are required to enter into a Funding Agreement with the Division to receive funds.

The Division will create a Funding Agreement and send it by email to County Applicants for e-signature. Once a County Applicant signs the agreement, the Division will then execute the agreement.

ELIGIBLE EXPENSES

Expenses must be eligible under the CARES Act and Treasury Guidance. Examples of eligible expenses include, but are not limited to:

- Public health expenses
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Expenses of actions to facilitate compliance with COVID-19 related public health measures
- Expenses associated with the provision of economic support in connection with the COVID-19 health emergency
- Any other COVID-19 related expenses reasonably necessary to function of government that is to satisfy the fund's eligibility criteria

RESOURCES

Counties can access CARES Act grant frequently asked questions through the FDEM Grants Management website:
https://fdemgrantsmanagement.force.com/fdemcovid/s/fdem-recovery-faq

or send an email with questions to FLCares@em.myflorida.com

Link here to info from US Treasury regarding this funding:
https://home.treasury.gov/policy-issues/cares/state-and-local-governments

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

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[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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[2] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.