

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, SEPTEMBER 21, 2021
9:00 A.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2021-2022, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
6. THE BOARD TO CONSIDER APPROVAL OF UPDATED FRAUDULENT MISCONDUCT AND ANTI-FRAUD AWARENESS POLICY, AS AGENDAED BY MELODY COX, GRANTS WRITER.
7. THE BOARD TO CONSIDER APPROVAL OF ANNUAL CONTRACT WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR PLANNING SERVICES, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

GENERAL BUSINESS:

8. THE BOARD TO CONSIDER CONCURRENCE WITH THE FLORIDA DEPARTMENT OF HEALTH APPOINTMENT OF COUNTY HEALTH DEPARTMENT ADMINISTRATOR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

9. THE BOARD TO CONSIDER APPROVAL OF THE GRANT APPLICATION FOR THE COASTAL PARTNERSHIP INITIATIVE (CPI) OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), ENTITLED "BUILDING COASTAL STEWARDSHIP FOR TAYLOR COUNTY" FOR THE PERIOD 2022-2023, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

COUNTY ADMINISTRATOR ITEMS:

10. THE BOARD TO CONSIDER APPROVAL OF DREDGING DESIGN TASK ORDERS WITH WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, PURSUANT TO ITS' CONTINUING PROFESSIONAL SERVICES CONTRACT IN ASSOCIATION WITH RESTORE ACT PROJECT INITIATIVES, AS AGENDAED BY THE COUNTY ENGINEER AND THE COUNTY ADMINISTRATOR.
11. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
12. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
13. 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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

*County Commission Agenda Item***SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2021-2022.

**MEETING DATE REQUESTED:**

SEPTEMBER 21, 2021

Statement of Issue: TO RECEIVE GRANT FUNDING FOR THE OPERATION AND MAINTENANCE OF THE TAYLOR COUNTY PUBLIC LIBRARY.

Recommended Action: APPROVE

Fiscal Impact: \$61,052

Budgeted Expense: Yes

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022.

The Grantee shall:

Have a single administrative head employed full time by the library's governing body;
 Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
 Provide access to materials, information and services for all residents of the area served; and

Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENT

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

**Taylor County Board of County Commissioners for and on behalf of Taylor County
Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2019 - September 30, 2020.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2019 through June 30, 2022.
The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2019 - September 30, 2020;
 - o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2019 - September 30, 2020 only;
 - o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
 - o Provide the Certification of Credentials for the Single Administrative Head; and
 - o Provide a Certification of Hours, Free Library Service and Access to Materials.
- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).
2. **Length of Agreement.** This Agreement covers the period of October 1, 2019 to June 30, 2022, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2019) and concludes with the end of the State of Florida's current fiscal year (June 30, 2022).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator

Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Dale Collum
Taylor County Public Library
403 North Washington Street Perry Florida 32347-2791
Phone: 3862943858
Email: dcollum@3riverslibrary.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid

to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, 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 state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses

or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide

maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

- 32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2021-22 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

By: _____

By: _____

Chair of Governing Body or Chief Executive Officer

Typed name and title

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Date

Date

Clerk or Chief Financial Officer

Witness

Typed name and title

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

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 Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State 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 recipient 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 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient 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 recipient 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) *F.S.*

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 1 to this agreement indicates state financial assistance awarded through the Department of State 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 the Department of State, 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. In the event that 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: 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 agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides 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 agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>
 - 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
3. Any reports, management letter, or other information required to be submitted to the Department of State 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.
4. Recipients, when submitting financial reporting packages to the Department of State 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 IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2021-22 State Aid to Libraries Final Grants

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The Taylor County Board of County Commissioners, governing body for the Taylor County Public Library hereby certifies that the following statements are true for the time period October 1, 2019 through June 30, 2022:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)

B. Expenditure Report Page 2 of 22

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, *Florida Statutes*. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts. [Help](#)

Click Save to Update Totals

**PLEASE
COMPLETE THIS
PAGE**

1. Expenditure Report - October 1, 2019 - September 30, 2020 *

Expenditure Report - October 1, 2019 - September 30, 2020

| Expenditure Category | Local | State | Federal | Other | Total |
|---|------------|-----------|---------|-------|------------|
| 10 Personnel Services | 143,521.85 | 60,035.37 | | | 203,557.22 |
| 30 Operating Expenses | 56,993.45 | 8,949.33 | | | 65,942.78 |
| 60 Capital Outlay (Non-Fixed) | | | | | \$0 |
| Other | | | | | \$0 |
| Total for the operation & maintenance of the library | 200,515.30 | 68,984.70 | \$0 | \$0 | 269,500.00 |
| 60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters) | | | | | \$0 |

If any amounts are in the other column, please specify.

Total Local Expenditures Submitted for the Operation and Maintenance of the Library:

\$0

Prior year's State Aid Certified Expenditure:

\$218,214.00

Difference:

(\$218,214)

Percentage Difference:

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2022 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES

The Taylor County Board of County Commissioners governing body for Taylor County Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2019 and ending September 30, 2020 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2019 and September 30, 2020:

\$0

SIGNATURES

Dannelle Welch *County Finance Director*
Library Finance Manager

Single Library Administrative Head

Dannelle Welch
Typed Name

Typed Name

9/8/21
Date

Date

PLEASE
COMPLETE THIS
PAGE

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board to approve and adopt the updated Fraudulent Misconduct and Anti-Fraud Awareness Policy as required to be in compliance with the U.S. Department of Treasury Restore Act requirements and policies.

MEETING DATE REQUESTED:

September 21, 2021

Statement of Issue:

The County is required to adopt a Fraudulent Misconduct and Anti-Fraud Awareness Policy to be in compliance with the U. S. Department of Treasury and Restore Act requirements. This is an update to the Policy which was originally adopted May 2, 2016.

Recommended Action:

Board to approve and adopt the updated Fraudulent Misconduct and Anti-Fraud Awareness Policy.

Fiscal Impact:

An Anti-Fraud Awareness policy must be in place to be eligible to receive U. S. Department of Treasury and Restore Act funds.

Budgeted Expense: Y/N Not Applicable

Submitted By:

Melody Cox

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Fraudulent Misconduct and Anti-Fraud Awareness Policy was originally approved and adopted May 2, 2016. This is an update to the original Policy as required by the Department of Treasury. All County staff members should receive training on the Policy and the Anti-Fraud Flyer should be placed in key locations for all employees to see.

Attachments:

Fraudulent Misconduct and Anti-Fraud Awareness Policy and associated attachments.

Taylor County Board of County Commissioners

Fraudulent Misconduct and Anti-Fraud Awareness Policy



Updated September 2021

Introduction

Taylor County Board of County Commissioners is committed to creating an ethical work environment and demonstrating a high level of integrity. Elected officials, management, and employees serve and hold their positions for the benefit of the public. To maintain public trust and promote the public interest, officials and all employees must:

- Be responsible stewards of the tax payer funds using County funds and resources in the most effective, efficient manner possible.
- Comply with all federal, state, local laws and regulations, and contractual obligations, as well as policies and standards established by the Taylor County Board of County Commissioners.
- Commit themselves to effective and responsible leadership as well as professional management of County businesses at all levels of local government.
- Maintain a high level of integrity and honesty as a trusted public servant.

Approved advisory boards and committees, and anyone doing business with the County and/or receiving tax payer funds and resources are also expected to adhere to high ethical, open, and honest standards.

Taylor County Board of Commissioners
Fraudulent Misconduct and Anti-Fraud Awareness Policy

Taylor County Board of County Commissioners, elected officials, employees, appointed advisory boards and committees, and anyone who does business for or with Taylor County are all expected to create an open, informative, ethical, and honest culture for our citizens. This Policy is enforced to prohibit individuals from placing county resources at risk through fraudulent misconduct, misappropriation of assets, and fraudulent reporting of information impacting the County. It is the responsibility and required of the elected officials, employees, advisory boards/committees, and anyone doing business for or with Taylor County to abide by and enforce the provisions of this policy.

Actions constituting fraudulent misconduct, waste of assets, and fraudulent advice include but are not limited to:

1. Any dishonest or fraudulent act.
2. Misappropriation or misuse of funds, supplies, equipment, or other assets.
3. Impropriety in the handling or reporting of money or financial transactions.
4. Profiteering as a result of insider knowledge of county activities.
5. Disclosing confidential and/or proprietary information to outside parties.
6. Accepting or seeking anything of material value from vendors, contractors, or persons providing services or materials to the county.
7. Destruction, removal, or inappropriate use of records including electronic records, furniture, fixtures, equipment, and other county property.
8. Untrue representation about an important fact or event that causes Taylor County to suffer a monetary loss or loss of property.
9. Forgery or alteration of a check, bank draft, or any other financial document.
10. Authorizing or receiving compensation for hours or work not performed.
11. Theft of a check, cash, or other diversion of a tax payer payment.
12. Intentional untrue reporting of and misuse of grant or appropriated funds.

All persons employed by the Taylor County Board of County Commissioners must abide by local policies and standards, state and federal regulations including Florida Statutes Chapter 112 Part III Code of Ethics, and the Florida Sunshine Law. Section III Employee Information and Requirements of the Taylor County Personnel Policies Manual specifically refers to Standards of Conduct and Ethics. All County employees receive a copy of the Manual when hired and are required to abide by all policies. The Department Head/Professional Staff Evaluation includes a Code of Ethics with eleven Tenets which all applicable management staff are required to sign.

Fundamental elements of an effective Fraudulent Misconduct and Anti-Fraud Policy that are established by the County include:

1. Creating and maintaining a culture of honesty and integrity and an ethical work environment.
2. Setting the appropriate tone for intolerance of fraudulent acts by word and deed through compliance with all federal, state and local laws, rules, regulations, and policies.
3. Evaluation of the risks and types of fraud and implementing the process, procedures and controls needed to mitigate those risks.
4. Developing an appropriate oversight process.
5. Assign responsibility for the development of adequate management controls.

Execution of these elements include but are not limited to the following practices followed by the County Administrator's office, Human Resources, and management staff:

Hiring and Promoting Appropriate Employees

To be successful in preventing fraud and creating an ethical work environment, the County has set forth policies that minimize the chance of hiring or promoting individuals with low levels of honesty, especially for positions of trust. Proactive hiring and promotion procedures include:

1. Conducting background investigations on individuals being considered for employment or for promotion to a position of trust.
2. Thoroughly checking a candidate's education, employment history, and personal references.
3. Periodic training of all employees on the County's values, standards, and code of ethics.
4. Incorporating into regular performance reviews an evaluation of how each individual has contributed to creating an appropriate workplace environment in line with the County's values and code of ethics.

The County ensures compliance with Florida Statute 768.096- Employee presumption against negligent hiring.

Training

1. New employees are provided at the time of hiring, a copy of the Taylor County Personnel Policies Manual and Code of Ethics. These materials specifically cover an employee's duty to communicate actual or suspected fraud or misconduct. Employee conduct is outlined in Section III- Employee Information and Requirements of the Manual.
2. Employees receive refresher training periodically. Department Heads, Supervisors, and Coordinators receive training at a minimum of annually. It is the responsibility of Department Heads to ensure employees in their department(s) receive any updates or changes to personnel policies and information.
3. Flyers are posted at all County facilities which have employees in locations easily seen by all employees with contact information to report fraud without fear of any adverse actions.
4. Ensure employees know and understand they are fully protected from retaliation by management or other employees for reporting suspected wrong doing by the Whistleblowers Act and Florida Statute Chapter 112, Sections 112.3187-112.31895.

Purchasing and Inventory Procedures

The County has specific purchasing, procurement through the bidding processing, and inventory written policies, and procedures which are strictly adhered.

1. All purchasing and procurement goes through a **minimum** of a three step approval process.
2. All invoices and accounts payable goes through a **minimum** of a four step approval process.
3. All grant funded projects and purchases adhere to Steps 1 and 2 of the Grants Administration Handbook, 2 CFR 200 federal standards, as well as the policies and procedures of the funding agency and the terms of executed grant contracts.
4. All property with a value of more than \$1,000 is inventory tagged, tracked, and electronically maintained by the Board of County Commissioners. Inventory is taken at a **minimum** annually. All Department Heads are

responsible for all equipment and capital items in departments they are responsible for and these responsibilities are clearly outlined in the inventory/tangible personal property manuals.

Elected officials, employees, appointed advisory boards/committees, and anyone who has a business relationship with Taylor County must abide by County anti-fraud policies and procedures. As a means to ensure all possible measures are taken by the County to eliminate any type of contractor fraud, bid submission documents and contracts may contain and require execution of the following documents as so applicable:

- Bid Affidavit
- Bid Bond
- Performance Bond
- Payment Bond
- Bidder's Qualification Questionnaire
- Form of Non-collusion Affidavit
- Drug-Free Workplace Certification
- Certification of Non-Segregated Facilities
- Indemnification And Hold Harmless
- Worker's Compensation Affidavit
- Florida Statutes, Public Entity Crimes Statement
- Davis-Bacon Certification
- Insurance Compliance Certification
- Standard Forms of Agreement
- Disadvantage Business Enterprise (DBE) Certificate of Compliance
- Standard Assurances
- Certification Regarding Debarment, Suspension And Other Responsibility Matters

All bid documents including Bid Committee review results and contracts will be retained by the County for a minimum of 7 years or longer if so specified by grant or funding agency contracts. All documents are available upon a public records request to the County.

Any elected official, employee, appointed advisory board or committee member, or anyone who does business for or with Taylor County who suspects dishonest or fraudulent behavior or activity should notify the Taylor County Human Resources Director at 850-838-3500 Ext. 113 or the County Administrator's office at 850-838-3500 Ext. 107 **immediately**. The complainant may be required to sign a written statement if the complaint is valid and requires action. Reporting anonymously is also encouraged and this report should include sufficient details of wrongdoing to allow for investigation. All employees are protected from adverse actions resulting from reporting suspected fraud or associated misconduct as per Florida Statutes 112.3187-112.31895 and the Protection for Whistleblowers Act 41USCs.4712. No person who acted in accordance with this policy shall be:

- Dismissed or threatened with dismissal
- Disciplined, suspended, or threatened with discipline or suspension
- Penalized or retaliated against
- Intimidated or coerced

The reporting individual should not contact the suspected individual(s) in an effort to determine the facts, discuss the complaint, or demand restitution. The reporting individual should not discuss the case, facts, suspicions, or allegations

with anyone other than the Human Resources Director and/or the County Administrator unless directed to do so by the County Administrator and/or the County's legal counsel. It shall also be a violation of this policy for any informant/complainant to make a baseless allegation of fraudulent activity that is made with malice or reckless disregard for truth that is intended to be disruptive or to cause harm to another individual. Any violation of this nature may result in disciplinary action up to and including termination of employment.

Great care will be taken in the investigation of suspected fraud, theft, misappropriation, improprieties, irregularities, or misrepresentation as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. This is paramount in order to avoid damaging the reputation of persons suspected of fraudulent activity and subsequently found innocent of wrongful conduct and the protection of Taylor County from potential civil liability. In accordance with Florida Statutes, until such time as a final report has been made, suspected frauds and the nature of the related audits /investigations shall remain confidential.

Actions and sanctions which may be taken for fraudulent activity include:

1. Employees suspected of participating in fraudulent activity may be suspended without pay during the course of the investigation as determined so by Human Resources and the County Administrator's office.
2. Employees found to have participated in fraudulent activity will be subject to disciplinary action up to and including termination from employment and possible criminal prosecution or civil action.
3. Employees found to have knowledge of fraudulent activity and who knowingly fail to report the activity will be subject to disciplinary action up to and including termination from employment.
4. The relationship of individuals, firms, and entities doing business for or with Taylor County found to have participated in fraudulent activity as defined by this policy will be subject to review with the possible termination or modification of business for or with the county and termination of all existing and pending contracts.
5. Appropriate law enforcement agencies, and agencies associated with the fraudulent activity such as but not limited to agencies that may have provided funding for projects, equipment, or services which involved fraudulent activity will be notified.
6. Criminal or civil action may be taken against individuals, firms or entities found to have participated in fraudulent activities while doing work for or with Taylor County.

The County Administrator is responsible for the administration, revision, interpretation, and enforcement of this policy. The policy will be reviewed annually and revised as so needed. In addition to policies set forth by the Taylor County Board of County Commissioners and policies set forth for employees in the Taylor County Personnel Policies Manual Employee Code of Ethics, the following guidelines will be adhered to by the County:

- Chapter 112 Florida Statutes
- Section 112.312 F.S. – Definitions
- Section 112.313 F. S. – Standards of Conduct
- Section 112.3187-112.31895 F.S. - Whistleblowers Act
- Chapter 119 Florida Statutes- Public Records Law
- Section 119.0713-Local Government Agency Exemptions from Inspection of Public Records
- Chapter 286 Florida Statutes – Sunshine Law
- Protection for Whistleblowers 41USCs.4712

ATTACHMENTS

1. Taylor County Personnel Policies- Section III Standards of Conduct And Ethics
2. Taylor County Employee Code of Ethics
3. Sample of County Anti-Fraud Flyer
4. Florida Statute Chapter 112 - Sections 112.313, 112.3187, and 112.31895
5. Florida Statute 768.096
6. Protection for Whistleblowers, 41USCs.4712

SECTION III - EMPLOYMENT INFORMATION AND REQUIREMENTS

STANDARDS OF CONDUCT AND ETHICS

Employees of Taylor County are goodwill ambassadors, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and behavior of a County employee should at all times be such as to promote goodwill and a favorable attitude of the public toward the County's administration and its programs and policies. Each employee shall conduct himself/herself in a manner which could not be construed to be in conflict of this interest. Employees who fail to comply with the County's standards of conduct may be disciplined up to and including termination. No employee shall engage in criminal, infamous, dishonest, immoral or other conduct injurious or prejudicial to the County.

All Taylor County employees must abide by a code of ethical and professional communications with peers, supervisors, employees, vendors and the public. Such communication enhances human worth and dignity by fostering truthfulness, fairness, responsibility, personal integrity, and respect for self and for others. As such, the following rules must be followed when communicating with anyone:

- A. Avoid argumentative tones and comments. Employees should state their position clearly and factually in a normal tone, allowing the other individual an opportunity to share her or his position, and inviting open discussion regarding both such positions.
- B. Honesty is always required. It is critical that employees never engage in deceit, exaggeration, or express dishonesty when dealing with other individuals. While some communications may be extremely difficult to have, employees are always expected to convey them in a candid, but respectful, manner.
- C. Respect issues of confidentiality. Employees of Taylor County will be faced with topics of great confidentiality at times and, as such, must avoid sharing any such information with anyone not needing to know the confidential information as part of their duties with Taylor County.

GIFTS: No employee may either solicit or accept anything of value, including a gift, loan, and reward, promise of future employment, favor or service that is based on any understanding that the vote, official action or judgment of the official would be influenced by such a gift. All employees are encouraged not to accept gifts, no matter how small, to avoid appearance of impropriety.

UNAUTHORIZED COMPENSATION: No employee or spouse or minor children may accept compensation, payment or anything of value which, with the exercise of reasonable care, is known or should be known to have been given to influence the vote or official action of such officer or employee.

DOING BUSINESS WITH ONE'S AGENCY: No employee who is empowered with the authority to purchase on behalf of the County in his/her official capacity may directly or indirectly purchase, rent, or lease any realty, goods or services from a business entity in which the employee, his/her spouse or children is an officer, partner, director, or proprietor, or in which the employee, his/her spouse, or children (or any combination of them) owns a material interest. No employee, acting in a private capacity, may rent, lease, or sell any realty, goods or services to the County or any of its agencies, except as provided in Florida Statute, Section 112.311.

MISUSE OF PUBLIC POSITION: No employee may use or attempt to use his official position or any property or resource within his trust, or perform his official duties to obtain special privilege, benefit, or exemption for himself or others.

DISCLOSURE OR USE OF CERTAIN INFORMATION: No employee may disclose or use information not available to the general public that is gained by reason of his/her public position for his personal benefit or the benefit of others. In addition to the above, all provisions of Florida Statute, Section 112, Code of Ethics for Public Officers and Employees, shall apply to County employees.



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:

Title:

Effective Date:
12/10/2019

4.14

Standards of Conduct and Ethics

PURPOSE

The purpose of this policy is to define the expectation for conduct and ethics in local government employment.

POLICY

Employees of Taylor County are goodwill ambassadors, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and behavior of a County employee should at all times be such as to promote goodwill and a favorable attitude of the public toward the County's administration and its programs and policies. Each employee shall conduct himself/herself in a manner which could not be construed to be in conflict of this interest. Employees who fail to comply with the County's standards of conduct may be disciplined up to and including termination. No employee shall engage in criminal, infamous, dishonest, immoral or other conduct injurious or prejudicial to the County.

All Taylor County employees must abide by a code of ethical and professional communications with peers, supervisors, employees, vendors and the public. Such communication enhances human worth and dignity by fostering truthfulness, fairness, responsibility, personal integrity, and respect for self and for others. As such, the following rules must be followed when communicating with anyone:

- A. Avoid argumentative tones and comments. Employees should state their position clearly and factually in a normal tone, allowing the other individual an opportunity to share her or his position, and inviting open discussion regarding both such positions.
- B. Honestly is always required. It is critical that employees never engage in deceit, exaggeration, or express dishonesty when dealing with other individuals. While some communications may be extremely difficult to have, employees are always expected to convey them in a candid, but respectful manner.

C. Respect issues of confidentiality. Employees of Taylor County will be faced with topics of great confidentiality at times and, as such, must avoid sharing any such information with anyone not needing to know the confidential information as part of their duties with Taylor County.

Gifts: No employee may either solicit or accept anything of value, including a gift, loan, and reward, promise of future employment, favor or service that is based on any understanding that the vote, official action or judgment of the official would be influenced by such a gift. All employees are encouraged not to accept gifts, no matter how small, to avoid appearance of impropriety.

Unauthorized Compensation: No employee or spouse or minor children may accept compensation, payment or anything of value which, with the exercise of reasonable care, is known or should be known to have been given to influence the vote or official action of such officer or employee.

Doing Business With Ones Agency: No employee who is empowered with the authority to purchase on behalf of the County in his/her official capacity may directly or indirectly purchase, rent or lease any realty, goods or services from a business entity in which the employee, his/her spouse or children is an officer, partner, director, or proprietor, or in which the employee, his/her spouse, or children (or any combination of them) owns a material interest. No employee acting in a private capacity, may rent, lease, or sell any realty, goods or services to the County or any of its agencies, except as provided in Florida Statute, Section 112.311.

Misuse of Public Position: No employee may use or attempt to use his official position or any property or resource within his trust, or perform his official duties to obtain special privilege, benefit, or exemption for himself or others.

Disclosure of Use of Certain Information: No employee may disclose or use information not available to the general public that is gained by reason of his/her public position for his personal benefit or the benefit of others. In addition to the above, all provisions of Florida Statute Section 112, Code of Ethics for Public Officers and Employees, shall to apply to County Employees.

Responsibility for Accurate and Truthful Information: Employees of the County are responsible for providing accurate and truthful information to the County in all aspects of the employment relationship. This obligation begins with an employee's application and all information submitted to the County prior to hire and is a continuing obligation through an employee's tenure with the County. This includes but is not limited to, all information an employee submits regarding his or her internal administrative and benefit-related documentation, all records of time worked, all input regarding any form of performance evaluation or corrective action plan, and as related to an employee's performance of his or her job duties. Any violation of this obligation on the part of the employee will result in discipline upon discovery of the false information, with the likelihood such actions will lead to termination of employment.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

If you are retaliated against

If you are an employee of a state agency and you disclose information under the Whistle-blower's Act and that disclosure results in alleged retaliation by an employer in the form of an adverse personnel action, you may file a written complaint with the Florida Commission on Human Relations no later than 60 days after the prohibited personnel action. You can contact the Commission by calling (800) 342-8170 or by writing to the following address:

Florida Commission on Human Relations
2009 Apalachee Parkway
Suite 100
Tallahassee, Florida 32301

"State agency" or "agency" means any official, officer, commission, board, authority, council, committee, or department of the executive branch of state government. For purposes of this chapter and chapter 215, "state agency" or "agency" includes, but is not limited to, state attorneys, public defenders, the capital collateral regional counsels, the Justice Administrative Commission, the Florida Housing Finance Corporation, and the Florida Public Service Commission.

Any other person protected by the Whistle-blower's Act may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by the Whistle-blower's Act.

State employees should contact the Whistle-blower's hotline to report:

- Violations of law that present a clear and present danger to the public's health, safety, or welfare
- Gross mismanagement
- Gross waste of funds
- Gross neglect of duty

Whistle-blower's Hotline
Post Office Box 151
Tallahassee, Florida 32302

(800) 543-5353 toll-free

(850) 922-1060 in Tallahassee

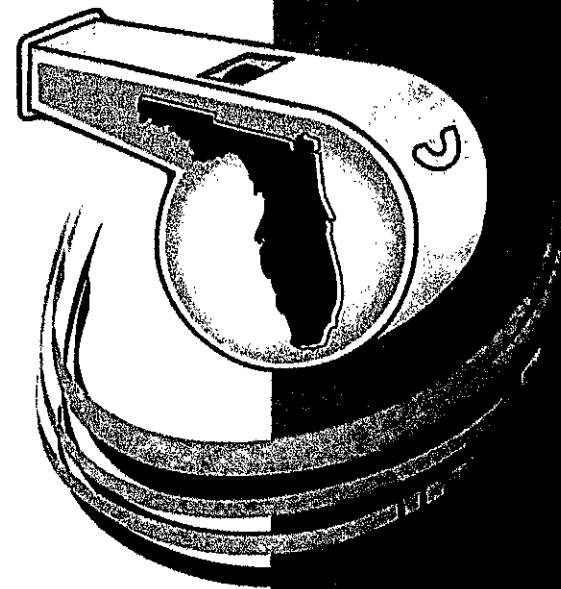
(850) 921-0817 facsimile



Executive Office of the Governor
Office of the Chief Inspector General

Revised 06/05

Whistle-blower's Hotline



Blow the
whistle
on fraud
and abuse
in Florida.

The Whistle-blower's Act

State employees who blow the whistle on fraud and abuse within state government are protected by law. Sections 112.3187-112.31895 of the Florida Statutes (F.S.) constitute the law known as the "Whistle-blower's Act." These and other Florida Statutes can be viewed on the official internet site of the Florida Legislature at www.leg.state.fl.us.

The legislative intent of the Whistle-blower's Act is to prevent agencies or independent contractors from taking retaliatory action against an employee who reports agency violations of law that create a substantial and specific danger to the public's health, safety, or welfare. It is also the intent of the legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who discloses information alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

Why have a Hotline?

The Chief Inspector General is responsible for promoting accountability, integrity, and efficiency in state government. That responsibility includes maintaining an in-state toll-free whistle-blower's hotline, notifying all employees of the various state agencies of its existence, and providing an address to which whistle-blower information may be forwarded.

Who should call the Hotline?

State employees, former employees, and applicants of agencies or independent contractors:

"Employee" means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

"Agency" means any state, regional, county, local, or municipal government entity, whether executive, judicial or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

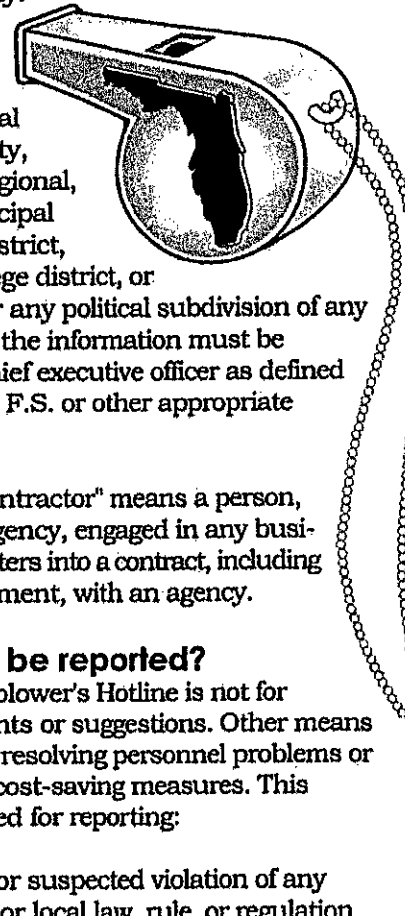
[Note: For disclosures concerning a local government entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. 447.203(9), F.S. or other appropriate official.]

"Independent contractor" means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

What should be reported?

The Whistle-blower's Hotline is not for general complaints or suggestions. Other means are available for resolving personnel problems or recommending cost-saving measures. This hotline is reserved for reporting:

- (a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public's health, safety, or welfare.
- (b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.



What happens when I call?

When you call the Whistle-blower's Hotline we will take your information and ask basic questions concerning your case. Whether you call or write to the hotline, your information will be reviewed to determine the appropriate course of action. You will be advised as soon as a decision is made.

How do you investigate?

When circumstances require investigation, the Chief Inspector General or agency inspector general will conduct a thorough investigation and report its findings. The whistle-blower has an opportunity to attach comments to the final report before it is sent to the Governor, the investigating agency, the Joint Legislative Auditing Committee and the Comptroller.

How are my rights protected?

When your information meets whistle-blower criteria state law enables you to keep your identity confidential, unless disclosure is necessary to protect the public's health, safety or welfare, or absolutely necessary or unavoidable during the investigation. The Whistle-blower's Act also protects you from retaliatory action by your agency for disclosing adverse information.



Executive Office of the Governor
Office of the Chief Inspector General

Whistle-blower's Hotline
Post Office Box 151
Tallahassee, Florida 32302

(800) 543-5353 toll free
(850) 922-1060 in Tallahassee
(850) 921-0817 facsimile

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Whistleblower Protection Act

By Mary K. Pratt

The Whistleblower Protection Act of 1989 is a law that protects federal government employees in the United States from retaliatory action for voluntarily disclosing information about dishonest or illegal activities occurring in a government organization.

This law, sometimes called the WPA, also prohibits a federal agency from taking action or threatening to take action against an employee or applicant for disclosing information that he or she believes violated a law, compliance rule or another regulation. The disclosed information could include reports of management wrongdoing, the waste of funds, an abuse of authority, and a potential risk to public health or safety.

The U.S. Office of Special Counsel has jurisdiction over allegations of federal whistleblower retaliation and investigates federal whistleblower complaints.

Who qualifies as a whistleblower?

A whistleblower is anyone who uncovers activities that could be illegal, unethical or inappropriate and then reports that activity to authorities or otherwise makes the activities known — i.e., reporting the wrongdoing to a news outlet.

A whistleblower can be someone working in or with the public sector at the local, state or federal government level.

A whistleblower may also be someone working in or with private, for-profit companies, as well as nonprofit entities.

Many states have whistleblower laws, and those laws generally offer protections for whistleblowers in state and local government, as well as those working in the private sector. However, the WPA specifically applies to whistleblowers within the federal government.

History of whistleblower laws

The United States has a history of protecting whistleblowers, with some citing a 1778 law passed by the Continental Congress during the American Revolutionary War as the first federal law protecting whistleblowers. Congress passed the law in response to a 1777 case in which 10 sailors filed a petition stating that their politically connected Continental Navy commodore tortured British prisoners.

Other federal laws through the centuries have also offered some level of protection, with some pointing to the First Amendment right of free speech as offering protection for whistleblowers, too.

More recently, the Civil Service Reform Act of 1978 codified some whistleblower rights and protections that governed whistleblower cases filed by federal employees for a decade before the passage of the WPA.

However, the lawmakers that passed the WPA in 1989 did so specifically to better protect federal employees, stating in the text of the law that "The purpose of this Act is to strengthen and improve protection for the rights of Federal employees, to prevent reprisals, and to help eliminate wrongdoing within the Government."

The 1989 law took several steps to strengthen protections for federal employees, including clarifying the procedure that employees should use to report suspected wrongdoing and avoid retaliation.

How the WPA works

The WPA covers current and former federal employees, as well as applicants for federal government jobs.

According to the act, a federal employee can report misconduct to the Office of the Special Counsel (OSC). The act considers misconduct to include:

- a violation of a law, rule or regulation;
- gross mismanagement;
- gross waste of funds;
- abuse of authority; and
- a substantial and specific danger to public health or safety.

The OSC does not investigate the claims itself; rather, they review the claim to determine the likelihood of wrongdoing – which the act establishes as having reliable, firsthand knowledge of the misconduct.

If the OSC determines there's a likelihood of wrongdoing, it refers the claim to the appropriate regulatory or governing agency for further investigation. The agency leading the investigation must investigate the claim and report back to the OSC within 60 days.

The act states that an employee who makes disclosures as a whistleblower and then is subject to retaliatory actions can report the suspected acts of reprisal to the OSC, which would further investigate the charge.

It's important to note that the WPA does not cover all federal workers, nor does it allow the OSC to handle all claims. For example, the OSC would not handle claims for employees of federal contractors or military members. Moreover, employees of federal intelligence agencies such as the CIA and FBI do not have the same processes and protections that the WPA provides for other federal workers.

Additional whistleblower protections

In 2012, Congress passed the Whistleblower Protection Enhancement Act of 2012 to substantially strengthen protections for federal whistleblowers. Those additional protections included:

- clarifying the scope of protected disclosures;
- creating enhanced remedies for workers who have been subjected to retaliatory actions; and
- requiring agencies to educate employees about their rights.

In addition, other laws passed in the 2000s, such as the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Sarbanes-Oxley Act, and the Department of Veterans Affairs Accountability and Whistleblower Protection Act, offer protections for workers who act as whistleblowers.

31 Jul 2018

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Public Law 101-12
101st Congress

An Act

Apr. 10, 1989

[S. 20]

Whistleblower
Protection
Act of 1989.
5 USC 1201 note.

To amend title 5, United States Code, to strengthen the protections available to Federal employees against prohibited personnel practices, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Whistleblower Protection Act of 1989".

5 USC 1201 note.

SEC. 2. FINDINGS AND PURPOSE.

(a) FINDINGS.—The Congress finds that—

(1) Federal employees who make disclosures described in section 2302(b)(8) of title 5, United States Code, serve the public interest by assisting in the elimination of fraud, waste, abuse, and unnecessary Government expenditures;

(2) protecting employees who disclose Government illegality, waste, and corruption is a major step toward a more effective civil service; and

(3) in passing the Civil Service Reform Act of 1978, Congress established the Office of Special Counsel to protect whistleblowers (those individuals who make disclosures described in such section 2302(b)(8)) from reprisal.

(b) PURPOSE.—The purpose of this Act is to strengthen and improve protection for the rights of Federal employees, to prevent reprisals, and to help eliminate wrongdoing within the Government by—

(1) mandating that employees should not suffer adverse consequences as a result of prohibited personnel practices; and

(2) establishing—

(A) that the primary role of the Office of Special Counsel is to protect employees, especially whistleblowers, from prohibited personnel practices;

(B) that the Office of Special Counsel shall act in the interests of employees who seek assistance from the Office of Special Counsel; and

(C) that while disciplining those who commit prohibited personnel practices may be used as a means by which to help accomplish that goal, the protection of individuals who are the subject of prohibited personnel practices remains the paramount consideration.

SEC. 3. MERIT SYSTEMS PROTECTION BOARD; OFFICE OF SPECIAL COUNSEL; INDIVIDUAL RIGHT OF ACTION.

(a) MERIT SYSTEMS PROTECTION BOARD.—Chapter 12 of title 5, United States Code is amended—

(1) in section 1201 in the second sentence by striking out "Chairman and";



The Florida Senate

2018 Florida Statutes

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| <u>Title X</u> PUBLIC OFFICERS, EMPLOYEES, AND RECORDS | <u>Chapter 112</u> PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS <u>Entire Chapter</u> | SECTION 313 Standards of conduct for public officers, employees of agencies, and local government attorneys. |
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112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(1) **DEFINITION.**—As used in this section, unless the context otherwise requires, the term “public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2) **SOLICITATION OR ACCEPTANCE OF GIFTS.**—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3) **DOING BUSINESS WITH ONE’S AGENCY.**—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer’s or employee’s 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. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer’s or employee’s own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator’s place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- (a) October 1, 1975.
- (b) Qualification for elective office.
- (c) Appointment to public office.
- (d) Beginning public employment.

(4) **UNAUTHORIZED COMPENSATION.**—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(5) **SALARY AND EXPENSES.**—No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(6) **MISUSE OF PUBLIC POSITION.**—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

(7) **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.**—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9) POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.—

(a)1. It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

2. As used in this paragraph:

a. "Employee" means:

(I) Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. 110.402 or any person holding a position in the Selected Exempt Service as defined in s. 110.602 or any person having authority over policy or procurement employed by the Department of the Lottery.

(II) The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III) The executive director and deputy executive director of the Commission on Ethics.

(IV) An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V) The Chancellor and Vice Chancellors of the State University System; the general counsel to the Board of Governors of the State University System; and the president, provost, vice presidents, and deans of each state

university.

(VI) Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b. "Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c. "State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.a. No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

b. For a period of 2 years following vacation of office, a former member of the Legislature may not act as a lobbyist for compensation before an executive branch agency, agency official, or employee. The terms used in this sub-subparagraph have the same meanings as provided in s. 112.3215.

4. An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5. Any person violating this paragraph shall be subject to the penalties provided in s. 112.317 and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6. This paragraph is not applicable to:

- a. A person employed by the Legislature or other agency prior to July 1, 1989;
- b. A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the person was a defined employee on July 1, 1989;
- c. A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;
- d. A person who has reached normal retirement age as defined in s. 121.021(29), and who has retired under the provisions of chapter 121 by July 1, 1991; or
- e. Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.

(b) In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10) EMPLOYEES HOLDING OFFICE.—

(a) No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.

(b) The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11) PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS.—No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12) **EXEMPTION.**—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and
2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13) **COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES.**—The governing body of any county or

municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14) LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.—A person who has been elected to any county, municipal, special district, or school district office may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

- (a) The "government body or agency" of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.
- (b) The "government body or agency" of any other county elected officer is the office or department headed by that officer, including all subordinate employees.
- (c) The "government body or agency" of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.
- (d) The "government body or agency" of an elected special district officer is the special district.
- (e) The "government body or agency" of an elected school district officer is the school district.

(15) ADDITIONAL EXEMPTION.—No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer's agency and:

- (a) The officer's employment is not directly or indirectly compensated as a result of such contract or business relationship;
- (b) The officer has in no way participated in the agency's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and
- (c) The officer abstains from voting on any matter which may come before the agency involving the officer's employer, publicly states to the assembly the nature of the officer's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. 112.3143.

(16) LOCAL GOVERNMENT ATTORNEYS.—

(a) For the purposes of this section, "local government attorney" means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, "unit of local government" includes, but is not limited to, municipalities, counties, and special districts.

(b) It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.

(c) No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney's law firm to be completed for the unit of local government.

(17) **BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.**—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. 11.045.

History.—s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275; s. 10, ch. 2007-217; s. 16, ch. 2011-34; s. 3, ch. 2013-36; s. 2, ch. 2018-5.

¹**Note.**—Section 2, ch. 2018-5, amended subsection (14), effective July 1, 2019, to read:

(14) **LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.**—A person who has been elected to any county, municipal, special district, or school district office or appointed superintendent of a school district may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

(a) The “government body or agency” of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.

(b) The “government body or agency” of any other county elected officer is the office or department headed by that officer, including all subordinate employees.

(c) The “government body or agency” of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.

(d) The “government body or agency” of an elected special district officer is the special district.

(e) The “government body or agency” of an elected school district officer is the school district.

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The Florida Senate

2012 Florida Statutes

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| Title X PUBLIC OFFICERS, EMPLOYEES, AND RECORDS | Chapter 112 PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS Entire Chapter | SECTION 3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief. |
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112.3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief.—

(1) **SHORT TITLE.**—Sections 112.3187-112.31895 may be cited as the “Whistle-blower’s Act.”

(2) **LEGISLATIVE INTENT.**—It is the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public’s health, safety, or welfare. It is further the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

(3) **DEFINITIONS.**—As used in this act, unless otherwise specified, the following words or terms shall have the meanings indicated:

(a) “Agency” means any state, regional, county, local, or municipal government entity, whether executive, judicial, or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

(b) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

(c) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.

(d) “Independent contractor” means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

(e) “Gross mismanagement” means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

(4) **ACTIONS PROHIBITED.**—

(a) An agency or independent contractor shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this section.

(b) An agency or independent contractor shall not take any adverse action that affects the rights or interests of a person in retaliation for the person’s disclosure of information under this section.

(c) The provisions of this subsection shall not be applicable when an employee or person discloses information known by the employee or person to be false.

(5) **NATURE OF INFORMATION DISCLOSED.**—The information disclosed under this section must include:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

(6) **TO WHOM INFORMATION DISCLOSED.**—The information disclosed under this section must be disclosed to any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general under s. 112.3189(1) or inspectors general under s. 20.055, the Florida Commission on Human Relations, and the whistle-blower's hotline created under s. 112.3189. However, for disclosures concerning a local governmental entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. 447.203(9) or other appropriate local official.

(7) **EMPLOYEES AND PERSONS PROTECTED.**—This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower's hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. 112.3189(1), or to the Florida Commission on Human Relations. The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under ss. 112.3187-112.31895 applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. 112.3187-112.31895 is being sought.

(8) **REMEDIES.**—

(a) Any employee of or applicant for employment with any state agency, as the term "state agency" is defined in s. 216.011, who is discharged, disciplined, or subjected to other adverse personnel action, or denied employment, because he or she engaged in an activity protected by this section may file a complaint, which complaint must be made in accordance with s. 112.31895. Upon receipt of notice from the Florida Commission on Human Relations of termination of the investigation, the complainant may elect to pursue the administrative remedy available under s. 112.31895 or bring a civil action within 180 days after receipt of the notice.

(b) Within 60 days after the action prohibited by this section, any local public employee protected by this section may file a complaint with the appropriate local governmental authority, if that authority has established by ordinance an administrative procedure for handling such complaints or has contracted with the Division of Administrative Hearings under s. 120.65 to conduct hearings under this section. The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority. Within 180 days after entry of a final decision by the local governmental authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction. If the local governmental authority has not established an administrative procedure by ordinance or contract, a local public employee may, within 180 days after the action prohibited by this section, bring a civil action in a court of competent jurisdiction. For the purpose of this paragraph, the term "local governmental authority" includes any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing.

(c) Any other person protected by this section may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by this section.

(9) **RELIEF.**—In any action brought under this section, the relief must include the following:

- (a) Reinstatement of the employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief.
- (b) Reinstatement of the employee's full fringe benefits and seniority rights, as appropriate.
- (c) Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action.

(d) Payment of reasonable costs, including attorney's fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.

(e) Issuance of an injunction, if appropriate, by a court of competent jurisdiction.

(f) Temporary reinstatement to the employee's former position or to an equivalent position, pending the final outcome on the complaint, if an employee complains of being discharged in retaliation for a protected disclosure and if a court of competent jurisdiction or the Florida Commission on Human Relations, as applicable under s. 112.31895, determines that the disclosure was not made in bad faith or for a wrongful purpose or occurred after an agency's initiation of a personnel action against the employee which includes documentation of the employee's violation of a disciplinary standard or performance deficiency. This paragraph does not apply to an employee of a municipality.

(10) DEFENSES.—It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's or person's exercise of rights protected by this section.

(11) EXISTING RIGHTS.—Sections 112.3187-112.31895 do not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies in s. 447.401 also applies to whistle-blower actions.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 86-233; s. 1, ch. 91-285; s. 12, ch. 92-316; s. 1, ch. 93-57; s. 702, ch. 95-147; s. 1, ch. 95-153; s. 15, ch. 96-410; s. 20, ch. 99-333; s. 2, ch. 2002-400.

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112.31895 Investigative procedures in response to prohibited personnel actions.—

(1) COMPLAINT.—

(a) If a disclosure under s. 112.3187 includes or results in alleged retaliation by an employer, the employee or former employee of, or applicant for employment with, a state agency, as defined in s. 216.011, that is so affected may file a complaint alleging a prohibited personnel action, which complaint must be made by filing a written complaint with the Office of the Chief Inspector General in the Executive Office of the Governor or the Florida Commission on Human Relations, no later than 60 days after the prohibited personnel action.

(b) Within 5 working days after receiving a complaint under this section, the office or officer receiving the complaint shall acknowledge receipt of the complaint and provide copies of the complaint and any other preliminary information available concerning the disclosure of information under s. 112.3187 to each of the other parties named in paragraph (a), which parties shall each acknowledge receipt of such copies to the complainant.

(2) FACT FINDING.—The Florida Commission on Human Relations shall:

(a) Receive any allegation of a personnel action prohibited by s. 112.3187, including a proposed or potential action, and conduct informal fact finding regarding any allegation under this section, to the extent necessary to determine whether there are reasonable grounds to believe that a prohibited personnel action under s. 112.3187 has occurred, is occurring, or is to be taken.

(b) Within 180 days after receiving the complaint, provide the agency head and the complainant with a fact-finding report that may include recommendations to the parties or proposed resolution of the complaint. The fact-finding report shall be presumed admissible in any subsequent or related administrative or judicial review.

(3) CORRECTIVE ACTION AND TERMINATION OF INVESTIGATION.—

(a) The Florida Commission on Human Relations, in accordance with this act and for the sole purpose of this act, is empowered to:

1. Receive and investigate complaints from employees alleging retaliation by state agencies, as the term “state agency” is defined in s. 216.011.

2. Protect employees and applicants for employment with such agencies from prohibited personnel practices under s. 112.3187.

3. Petition for stays and petition for corrective actions, including, but not limited to, temporary reinstatement.

4. Recommend disciplinary proceedings pursuant to investigation and appropriate agency rules and procedures.

5. Coordinate with the Chief Inspector General in the Executive Office of the Governor and the Florida Commission on Human Relations to receive, review, and forward to appropriate agencies, legislative entities, or the Department of Law Enforcement disclosures of a violation of any law, rule, or regulation, or disclosures of gross mismanagement, malfeasance, misfeasance, nonfeasance, neglect of duty, or gross waste of public funds.

6. Review rules pertaining to personnel matters issued or proposed by the Department of Management Services, the Public Employees Relations Commission, and other agencies, and, if the Florida Commission on Human Relations finds that any rule or proposed rule, on its face or as implemented, requires the commission of a prohibited personnel practice, provide a written comment to the appropriate agency.

7. Investigate, request assistance from other governmental entities, and, if appropriate, bring actions concerning, allegations of retaliation by state agencies under subparagraph 1.

8. Administer oaths, examine witnesses, take statements, issue subpoenas, order the taking of depositions, order responses to written interrogatories, and make appropriate motions to limit discovery, pursuant to investigations under subparagraph 1.

9. Intervene or otherwise participate, as a matter of right, in any appeal or other proceeding arising under this section before the Public Employees Relations Commission or any other appropriate agency, except that the Florida Commission on Human Relations must comply with the rules of the commission or other agency and may not seek corrective action or intervene in an appeal or other proceeding without the consent of the person protected under ss. 112.3187-112.31895.

10. Conduct an investigation, in the absence of an allegation, to determine whether reasonable grounds exist to believe that a prohibited action or a pattern of prohibited action has occurred, is occurring, or is to be taken.

(b) Within 15 days after receiving a complaint that a person has been discharged from employment allegedly for disclosing protected information under s. 112.3187, the Florida Commission on Human Relations shall review the information and determine whether temporary reinstatement is appropriate under s. 112.3187(9)(f). If the Florida Commission on Human Relations so determines, it shall apply for an expedited order from the appropriate agency or circuit court for the immediate reinstatement of the employee who has been discharged subsequent to the disclosure made under s. 112.3187, pending the issuance of the final order on the complaint.

(c) The Florida Commission on Human Relations shall notify a complainant of the status of the investigation and any action taken at such times as the commission considers appropriate.

(d) If the Florida Commission on Human Relations is unable to conciliate a complaint within 35 days after providing the agency head and complainant with the fact-finding report, the Florida Commission on Human Relations shall terminate the investigation. Upon termination of any investigation, the Florida Commission on Human Relations shall notify the complainant and the agency head of the termination of the investigation, providing a summary of relevant facts found during the investigation and the reasons for terminating the investigation. A written statement under this paragraph is presumed admissible as evidence in any judicial or administrative proceeding but is not admissible without the consent of the complainant.

(e)1. The Florida Commission on Human Relations may request an agency or circuit court to order a stay, on such terms as the court requires, of any personnel action for 45 days if the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a prohibited personnel action has occurred, is occurring, or is to be taken. The Florida Commission on Human Relations may request that such stay be extended for appropriate periods of time.

2. If, in connection with any investigation, the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a prohibited action has occurred, is occurring, or is to be taken which requires corrective action, the Florida Commission on Human Relations shall report the determination together with any findings or recommendations to the agency head and may report that determination and those findings and recommendations to the Governor and the Chief Financial Officer. The Florida Commission on Human Relations may include in the report recommendations for corrective action to be taken.

3. If, after 35 days, the agency does not implement the recommended action, the Florida Commission on Human Relations shall terminate the investigation and notify the complainant of the right to appeal under subsection (4), or may petition the agency for corrective action under this subsection.

4. If the Florida Commission on Human Relations finds, in consultation with the individual subject to the prohibited action, that the agency has implemented the corrective action, the commission shall file such finding with the agency head, together with any written comments that the individual provides, and terminate the investigation.

(f) If the Florida Commission on Human Relations finds that there are no reasonable grounds to believe that a prohibited personnel action has occurred, is occurring, or is to be taken, the commission shall terminate the investigation.

(g)1. If, in connection with any investigation under this section, it is determined that reasonable grounds exist to believe that a criminal violation has occurred which has not been previously reported, the Florida Commission on Human Relations shall report this determination to the Department of Law Enforcement and to the state attorney having jurisdiction over the matter.

2. If an alleged criminal violation has been reported, the Florida Commission on Human Relations shall confer with the Department of Law Enforcement and the state attorney before proceeding with the investigation of the prohibited personnel action and may defer the investigation pending completion of the criminal investigation and proceedings. The Florida Commission on Human Relations shall inform the complainant of the decision to defer the investigation and, if appropriate, of the confidentiality of the investigation.

(h) If, in connection with any investigation under this section, the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a violation of a law, rule, or regulation has occurred, other than a criminal violation or a prohibited action under this section, the commission may report such violation to the head of the agency involved. Within 30 days after the agency receives the report, the agency head shall provide to the commission a certification that states that the head of the agency has personally reviewed the report and indicates what action has been or is to be taken and when the action will be completed.

(i) During any investigation under this section, disciplinary action may not be taken against any employee of a state agency, as the term "state agency" is defined in s. 216.011, for reporting an alleged prohibited personnel action that is under investigation, or for reporting any related activity, or against any employee for participating in an investigation without notifying the Florida Commission on Human Relations.

(j) The Florida Commission on Human Relations may also petition for an award of reasonable attorney's fees and expenses from a state agency, as the term "state agency" is defined in s. 216.011, pursuant to s. 112.3187(9).

(4) RIGHT TO APPEAL.—

(a) Not more than 21 days after receipt of a notice of termination of the investigation from the Florida Commission on Human Relations, the complainant may file, with the Public Employees Relations Commission, a complaint against the employer-agency regarding the alleged prohibited personnel action. The Public Employees Relations Commission shall have jurisdiction over such complaints under ss. 112.3187 and 447.503(4) and (5).

(b) Judicial review of any final order of the commission shall be as provided in s. 120.68.

History.—s. 14, ch. 92-316; s. 4, ch. 93-57; s. 703, ch. 95-147; s. 22, ch. 99-333; s. 130, ch. 2003-261; s. 7, ch. 2020-153.

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The 2021 Florida Statutes

[Title XLV](#)
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768.096 Employer presumption against negligent hiring.—

(1) In a civil action for the death of, or injury or damage to, a third person caused by the intentional tort of an employee, such employee's employer is presumed not to have been negligent in hiring such employee if, before hiring the employee, the employer conducted a background investigation of the prospective employee and the investigation did not reveal any information that reasonably demonstrated the unsuitability of the prospective employee for the particular work to be performed or for the employment in general. A background investigation under this section must include:

- (a) Obtaining a criminal background investigation on the prospective employee under subsection (2);
- (b) Making a reasonable effort to contact references and former employers of the prospective employee concerning the suitability of the prospective employee for employment;
- (c) Requiring the prospective employee to complete a job application form that includes questions concerning whether he or she has ever been convicted of a crime, including details concerning the type of crime, the date of conviction and the penalty imposed, and whether the prospective employee has ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action;
- (d) Obtaining, with written authorization from the prospective employee, a check of the driver license record of the prospective employee if such a check is relevant to the work the employee will be performing and if the record can reasonably be obtained; or
- (e) Interviewing the prospective employee.

(2) To satisfy the criminal-background-investigation requirement of this section, an employer must request and obtain from the Department of Law Enforcement a check of the information as reported and reflected in the Florida Crime Information Center system as of the date of the request.

(3) The election by an employer not to conduct the investigation specified in subsection (1) does not raise any presumption that the employer failed to use reasonable care in hiring an employee.

History.—s. 16, ch. 99-225.

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41 USC 4712: Enhancement of contractor protection from reprisal for disclosure of certain information

Text contains those laws in effect on September 13, 2021

From Title 41-PUBLIC CONTRACTS

Subtitle I-Federal Procurement Policy

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CHAPTER 47-MISCELLANEOUS

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§4712. Enhancement of contractor protection from reprisal for disclosure of certain information

(a) PROHIBITION OF REPRISALS.-

(1) IN GENERAL.-An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(2) PERSONS AND BODIES COVERED.-The persons and bodies described in this paragraph are the persons and bodies as follows:

(A) A Member of Congress or a representative of a committee of Congress.

(B) An Inspector General.

(C) The Government Accountability Office.

(D) A Federal employee responsible for contract or grant oversight or management at the relevant agency.

(E) An authorized official of the Department of Justice or other law enforcement agency.

(F) A court or grand jury.

(G) A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

(3) RULES OF CONSTRUCTION.-For the purposes of paragraph (1)-

(A) an employee who initiates or provides evidence of contractor, subcontractor, grantee, or subgrantee misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract or grant shall be deemed to have made a disclosure covered by such paragraph; and

(B) a reprisal described in paragraph (1) is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) INVESTIGATION OF COMPLAINTS.-

(1) SUBMISSION OF COMPLAINT.-A person who believes that the person has been subjected to a reprisal

(7)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider approval of annual contract with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

MEETING DATE REQUESTED:

September 21, 2021

Statement of Issue: Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for 2021/2022.

Recommended Action: Approve contract.

Fiscal Impact: \$12,500

Budgeted Expense: Yes

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Economic Opportunity and consultation with county staff. The contract price was at one time \$23,500; however, due to the budgetary constraints faced by the County, the Council agreed to continue to perform the service for \$12,500.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; Evaluation & Appraisal Reports, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for 2021/2022.

- Options:**
1. Approve contract.
 2. Choose not to approve contract.

Attachments: Copy of contract.

FISCAL YEAR 2022

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2021, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2021 and shall end on September 30, 2022. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. 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 Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY

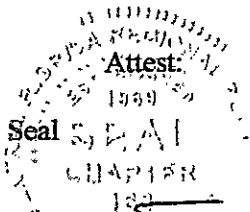
Attest:

Seal

Gary Knowles
County Clerk

James Moody
Vice-Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL



Scott R. Koons
Executive Director

Thomas Demps
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2022
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER CONCURRENCE WITH THE FLORIDA DEPARTMENT OF HEALTH APPOINTMENT OF COUNTY HEALTH DEPARTMENT ADMINISTRATOR.



MEETING DATE REQUESTED:

SEPTEMBER 21, 2021

Statement of Issue:

TO APPOINT TONYA HOBBY AS COUNTY HEALTH DEPARTMENT ADMINISTRATOR

Recommended Action:

CONCUR WITH FLORIDA DEPARTMENT OF HEALTH RECOMMENDATION

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 FLORIDA DEPARTMENT OF HEALTH REQUESTS CONCURRENCE FROM THE BOARD OF COUNTY COMMISSIONERS ON THE APPOINTMENT OF TONYA HOBBY AS THE ADMINISTRATOR OF THE FLORIDA DEPARTMENT OF HEALTH IN TAYLOR COUNTY.

Options:

Attachments:

LETTER FROM FLORIDA DEPARTMENT OF HEALTH
RESUME
APPLICATION

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts

**Florida
HEALTH**

Vision: To be the Healthiest State in the Nation

Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

September 9, 2021

Thomas Demps, Chairman
Taylor County Board of County Commissioners
201 E. Green Street
Perry, Florida 32347

Dear Chairman Demps:

The Florida Department of Health requests concurrence from the Taylor County Board of County Commissioners on the appointment of Tonya Hobby as the Administrator of the Florida Department of Health in Taylor County. County health departments sustain the partnership between the Florida Department of Health and county government pursuant to section 154.04, Florida Statutes. In keeping with state law, as well as our desire to maintain this important partnership, the Florida Department of Health works collectively with county government when selecting a new health department administrator.

Ms. Hobby has an excellent and diverse background in all aspects of public health and has demonstrated her ability as a skilled leader. I believe Ms. Hobby will be an asset to the Florida Department of Health and Taylor County as their new health department administrator.

The Florida Department of Health is requesting time on the agenda during your upcoming meeting to request concurrence on the appointment of Tonya Hobby, as the Administrator of the Florida Department of Health in Taylor County. If you or any member of the Taylor County Board of County Commissioners have questions or would like more information regarding Ms. Hobby, please feel free to contact Mark Lander, Interim Deputy Secretary for County Health Systems at 850-245-4243.

I appreciate the support of the Taylor County Board of County Commissioners and the community in selecting the best candidate for the people of Taylor County.

Sincerely,



Scott A. Rivkees, MD
State Surgeon General

cc: LaWanda Pemberton, County Administrator
Tonya Hobby

Florida Department of Health
Office of the State Surgeon General
4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701
PHONE: 850/245-4210 • FAX: 850/922-9453
FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board

TONYA HOBBY

18 Triplet Rd., Crawfordville, FL 32327 • (850) 363-1898 • tonyah345@gmail.com

EDUCATION & CERTIFICATION

2019

Public Health Executive Leadership Certification
Graduation, July 2019
University of South Florida, Tampa, FL

2012

Bachelor of Science Degree - Major in Psychology
Graduation, January 24, 2012
Liberty University, Lynchburg, VA

2015

Master of Arts Degree - Human Services Counseling in Addiction & Recovery
Graduation, July 26, 2016
Liberty University, Lynchburg, VA

PROFESSIONAL EXPERIENCE

2021-Present

Interim Health Officer

Florida Department of Health in Wakulla & Taylor County

- Reviews and formulates Public Health policies, implementation of such policies that relate to the management of business operations of the Wakulla & Taylor County Health Departments. Investigates and defines problems in operation/management and in formulating and implementing resolutions to those problems.
- Oversees relationships with Community Partners with a focus on health equity and quality of care of the residents within the counties.

2019-2021

Assistant Administrator

Accreditation Manager

Florida Department of Health in Wakulla & Taylor County

- Reviews and formulates policies and produces for implementation that relate to the management of business operations of the Wakulla & Taylor County Health Departments. Investigates and defines problems in operation/management and assists the Administrator in formulating and implementing resolutions.
- Serves as the Acting Administrator, when delegated in matters involving administration and management during the absence of the Administrator for both the Wakulla and Taylor County Health Departments.

2014-2019

Assistant Administrator
Accreditation Manager
Florida Department of Health in Wakulla

- Coordinates accreditation process by providing direction, guidance and counsel to management and staff members in essential activities to prepare for national public health accreditation.
- Collects and analyzes data. Identifies individual and/or community needs to plan, implementing, monitoring, and a programs or services designed to encourage healthy lifestyles. Conducts community surveys to assess health needs, develop desirable goals, and determine availability.
- Implements and manages programs and services for Health Education program including Abstinence Education, Mosquito Control, Tobacco Prevention, Chronic Disease, and Environmental Health.

2012-2014

Health Education Program Manager
Tobacco Prevention Specialist
Florida Department of Health in Wakulla County

- Implements and manages programs and services for Health Education program including Abstinence Education, Mosquito Control, Tobacco Prevention, Chronic Disease, and Environmental Health.
- Serves as a point of contact for all tobacco prevention and control for the county.
- Conduct activities to increase awareness of the dangers of tobacco. Develops and maintain cooperation between public professional and voluntary agencies. Prepare and disseminates educational and informational materials. Develops constructive and cooperative working relationships with others.
- Assists in the creation of a local tobacco-free community partnership by helping to organize meetings and conducting business and activities of the partnership. Assists in recruiting partnership members. Coordinates partnership activities within the county.

2008-2012

Tobacco Prevention Specialist
Florida Department of Health in Wakulla County

- Develops and submits a tobacco prevention workplan focusing on promoting cessation, reducing exposure to secondhand smoke, and youth and college age initiation reduction.
- Performs community needs assessment to identify strategies for tobacco prevention, adult use reduction and policy development to effectively control tobacco use/access and exposure to secondhand smoke.
- Assists in the creation of a local tobacco-free community partnership by helping to organize meetings and conducting business and activities of the partnership. Assists in recruiting partnership members and coordinates partnership activities within the county.
- Acts as fiscal liaison between the county tobacco prevention and control program and Headquarters subject to coordination with the CHD Business Manager.
- Prepares and disseminates news releases and other information to communities.
- Assures that tobacco prevention advocates receive training on effective tobacco prevention and control strategies and the program.

Hobby, Tonya
(850)363-0898 tonyah345@gmail.com

| | |
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| Application | |
| Status: | New |
| Country: | United States |
| Attachments to be included in all Job Submissions: | Submission Attachments 0 attached |
| Attachments Added After Submission | Submission Attachments 0 attached |
| Vacancy Source: | Other |
| Relatives: To your knowledge, do you have any relatives working in this agency? | No |
| Right To First Interview | Not Applicable |
| | If you responded yes to the above statement, attach a copy of your official layoff letter when applying for this vacancy. |
| Veteran Status | None of the Above |
| ARE YOU CURRENTLY EMPLOYED WITH THE AGENCY TO WHICH YOU ARE CURRENTLY APPLYING? | Yes |
| HAVE YOU RECEIVED A PROMOTIONAL APPOINTMENT WITHIN THE CAREER SERVICE, SUBSEQUENT TO ACTIVE MILITARY SERVICE, WITH THE AGENCY TO WHICH YOU ARE APPLYING? | No |
| People First Initial VP Review | No Selection |
| People First Eligible VP Category (if different) | No Selection |
| Agency Final VP Eligibility Review | No Selection |
| Agency Final VP Category Determination | No Selection |
| | <div></div> <p>A "yes" answer to these questions will not automatically bar you from employment. The nature, job-relatedness, severity, and date of the offense in relation to the position you are applying are considered. [see 112.011, F.S.].</p> |
| Have you ever been convicted of a felony or a first degree misdemeanor ? | No |
| If yes, what were the charges ? | |

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| Where ? (City/State) | |
| Date | |
| Have you ever pled nolo contendere or guilty to a crime which is a felony or a first degree misdemeanor ? | No |
| If yes, what were the charges ? | |
| Where ? (City/State) | |
| Date | |
| Have you ever had the adjudication of guilt withheld for a crime which is a felony or first degree misdemeanor ? | No |
| If yes, what were the charges ? | |
| Where ? (City/State) | |
| Date | |
| | <p>I am aware that any omissions, falsifications, misstatements, or misrepresentations above may disqualify me for employment and, if I am hired, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I consent to the release of information about my ability, employment history, and fitness for employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, human resources staff, and other authorized employees of Florida state government for employment purposes. The consent shall continue to be effective during my employment if I am hired. I understand that applications submitted for state employment are public records. I certify to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.</p> <p>If applicable, Complete Qualifying Questions prior to submitting your application.</p> |
| By checking this box, I certify that I have read and agree with these statements | Yes |
| Interview Result | |
| overdueInterviews | |

Screening Details

Candidates for this position must be a physician that currently holds, or is eligible for, a Florida Medical license (Chapters 458 or 459,

Yes

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| Florida Statutes) OR a non-physician with at least a master's degree from an accredited college or university and extensive public health experience. Please respond with "Yes" if you can meet this requirement and "No" if you cannot. (must be evident on application) | |
| Describe your experience working in a public health setting (must be evident on application) | Over the past 20 years, the Florida Department of Health in Wakulla and Taylor has opened the opportunity for me to experience working in multiple roles. Positions that I have held include serving as a Family Support Specialist, Healthy Families and Healthy Start, a Prevention Specialist with Tobacco Prevention, Community Health Manager, Assistant Administrator with the most recent role as Interim Health Officer. |
| Describe your experience in working with community-based organizations. (must be evident on application) | I have worked with several community partners throughout my career at the Health Department. Currently, I serve on the Board of Directors for Wakulla Extension office, Healthy Start, Wakulla Transportation Board, and Big Bend AHEC Board. I have been a member of Wakulla County Coalition for Youth for over 18 years, serving as Vice President and Treasurer, Wakulla Domestic Violence Task Force, Rotary, Wakulla Chamber, Lion Club, Optimist Club, North Florida Child Development, Keep Wakulla Beautiful, Faith Base Organization, Shared Shares, Healthy Start and Big Bend AHEC. Most recently, Wakulla Wellness Task Force presented the first Food Pantry in the county, of which I was one of the initial individuals to implement this idea. |
| How many years of senior-level executive management experience do you have (ex: director, assistant director, vice-president, CEO, COO, program director)? (must be evident on application) | 9 |
| Describe your personnel management experience including the largest staff you have supervised both directly and indirectly. (must be evident on application) | I have directly supervised 18 positions and indirectly supervised 40 in my role at the Health Departments. During this time, personnel management experience included but not limited to utilizing effective communication tools, addressing conflict resolution, having the ability to know different personalities, as well as utilizing patience and being able to be flexible at times.. |
| Describe your financial management experience including the largest budget you have been responsible for and your specific role? (must be evident on application) | I have been responsible for the financial health of the overall organization. I have planned and managed budgets using funding streams that support program operations statewide. This includes both federal and state funds throughout the health departments in Taylor and Wakulla Counties with a budget of 2.6 million dollars. |
| Describe your experience monitoring organizational performance and utilizing quality improvement tools. (must be evident on application) | My experience in monitoring organizational performance has been enhanced by serving as the Accreditation Manager since 2014. This opportunity provided valuable experience in identifying areas of organizational performance improvement by reviewing data and identifying strategic measurements. This experience enhanced my review of organizational programs in how the process can improve within that operation. This was accomplished using different quality improvement tools of which one was plan, do, check, and act method. I have written and completed several plans to increase effectiveness performance. |

This position could require travel with little notice to different parts of the state. If you are selected, are you willing to travel under those conditions?

Yes

Are you willing to work during or beyond normal work hours or days in the event of an emergency? Emergency duty required of the incumbent of this position includes working in Special Needs or Red Cross Shelters, or performing other emergency duties including, but not limited to, responses to or threats involving any disaster or threat of disaster, man-made or natural.

Yes

| Periods of Employment | |
|------------------------------|---|
| *Name of Employer | Florida Department of Health in Wakulla & Taylor County |
| *Your Job Title | Interim Health Officer |
| *Currently Employed | Yes |
| *Start Date | 01/01/2021 |
| *End Date | MM/DD/YYYY |
| *Hours Per Week | 40-60 |
| Employer's Address | 48 Oak street 48 Oak street Crawfordville FL 32327 |
| Supervisor's Name | Myra Keyes |
| Supervisor's Phone Number | 8502454091 |
| *Duties and Responsibilities | Mobilize community partnerships to identify and solve health problems. Assesses aggregated data from Internal Business Processes, Financial and Customer and Community perspectives to formulate public policies (strategies) with the community partners for the health of the community, populations, and visitors at risk. Ensures a competent public health workforce; the employees will be equipped with the right skills, technology and be energized to do the right things at the right time. Uses the Internal Business Process Perspective of this position is to assure that all populations have access to appropriate and cost-effective care including health promotion and disease prevention services, and evaluation of the effectiveness of that care. Informs, educates, and empowers people about health issues; enforce laws and regulations that protect health and ensure safety; link people to needed personal health services and assure the provision of health care when otherwise unavailable. Develops, collects, and monitors data to continually improve the county health department's success in preventing epidemics and spread of diseases; protecting against environmental hazards; responding to disasters and assisting in recovery and providing a safety net for the most vulnerable among us. |

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| | Uses Financial Perspective to marshal community resources, optimize the use of all resources, and accurately and timely report all financial information using marshal resources to increase the support for the internal business processes needed by the community. Uses the Customer and Community Perspective to establish an admirable relationship with their Board of County Commissioners, clients, and the community partners. Will measure their success in satisfying the customer and community by increasing the value of their services and products. |
| *Reason For Leaving | N/A |
| Your name, if different during employment | |
| *Name of Employer | Florida Department of Health in Wakulla & Taylor County |
| *Your Job Title | Assistant Administrator /Accreditation Manager |
| *Currently Employed | No |
| *Start Date | 01/01/2019 |
| *End Date | 01/01/2021 |
| *Hours Per Week | 40-50 |
| Employer's Address | 48 Oak street Crawfordville FL 32327 |
| Supervisor's Name | Padraic Juarez |
| Supervisor's Phone Number | 8509260400 |
| *Duties and Responsibilities | Initiate and coordinates Public Health Programs at the county level that cover all the community health programs including all the coordination required for the tobacco prevention education, Sexual risks Avoidance education, general health education, environmental health programs, Accreditation, and mosquito control. Implements and manages programs and services for the Health Education programs. Will supervise staff including, but not limited to, hiring and selection, developing performance plans, planning, and directing work assignments, conducting performance appraisals, and taking disciplinary action or effectively recommending such action. Serves as the Acting Administrator, when delegated in matters involving administration and management during the absences of the Administrator for both the Wakulla and Taylor County Health Departments. Advisees and makes recommendations to management regarding the needs for new programs, or expansion of current programs, organizational structure, human resources needs, and revision to policies and procedures for both Wakulla and Taylor Health Departments. Manages the planning, direction, evaluation, and administration of mentioned public health programs to ensure the provision of quality public health services to meet the needs of the impacted communities and individuals. Plans and manages budgets and funding streams that support these program's operations statewide, which includes both federal and state funds. Provides technical assistance and consultation for both programmatic and administrative issues, complex public health epidemiological studies and surveillance systems, and support to Executive Leadership through technical expertise. Reviews and formulates policies and procedures for implementation of such |

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| | <p>policies that relate to the management of business operations of the Wakulla & Taylor County Health Department. Investigates and defines problems in operations/management and assists the Administrator in formulating and implementing resolutions to these problems. Consults with Legal Counsel concerning legal matter involving the Health Department. and represents the Administrator at meetings, conference and other public activities as requested. Assists in the development of long and short-range plans for both Health Departments and directs implementation and maintenance of a quality assurance system of administrative services. Serves as an active member of both Health Departments Quality improvement team and Community Improvement team. At the request of the Administrator, provide county health department staff and consortium counties with ongoing planning and organizing of administrative activities relative to assignments, program issues, consultation, or other special projects.</p> |
| *Reason For Leaving | Promotion |
| Your name, if different during employment | |

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| *Name of Employer | Florida Department of Health in Wakulla |
| *Your Job Title | Assistant Administrator/ Accreditation Manager |
| *Currently Employed | No |
| *Start Date | 01/01/2014 |
| *End Date | 01/01/2019 |
| *Hours Per Week | 40-50 |
| Employer's Address | 48 Oak street Crawfordville FL 32327 |
| Supervisor's Name | Padraic Juarez |
| Supervisor's Phone Number | 8509260400 |
| *Duties and Responsibilities | <p>Reviews and formulates policies and procedures for implementation of such policies that relate to the management of business operations of the Wakulla County Health Departments. Investigates and defines problems in operations/management and assists the Administrator in formulating and implementing resolutions to these problems. Consults with Legal Counsel concerning legal matter involving the Health Department and represents the Administrator at meetings, conference and other public activities as requested. Assists in the development of long- and short-range plans for the Health Department and directs implementation and maintenance of a quality assurance system of administrative services. Serves as an active member of the Health Departments Quality improvement team. At the request of the Administrator, provide county health department staff and consortium counties with ongoing planning and organizing of administrative activities relative to assignments, program issues, consultation, or other special projects. Assures staff provides services following Best Practices. Creates or selects educational materials that are age-appropriate for students to enhance tobacco prevention and cessation knowledge and improve health habits of students. Provides oversight to staff who develop or select curriculum and prepares pamphlets, manuals, visual aids,</p> |

course outlines, and other materials used in teaching to assure evidence-based practice and reliable sources are used, Conducts activities to increase awareness of the dangers of tobacco, especially among youth and pregnant women. Develops and maintains cooperation between public, civic, professional, and voluntary agencies. Prepares and disseminates educational and informational materials. Develops constructive and cooperative working relationships with others. Provides consultation and expert advice on tobacco prevention and cessation to management or other groups on technical, system-related, or process related topics. Translates or explains that information means so that members of the community can more easily understand issues related to tobacco use and exposure to secondhand smoke. Collects and analyzes data to identify individual and/or community needs prior to planning, implementing, monitoring, and evaluating public health programs or services designed to encourage healthy lifestyles. Conducts community survey to ascertain health needs, develop desirable health goals, and determine availability of resources. Observes, receives, and otherwise obtains information from all multiple sources. Uses information and data to recognize differences or similarities and sense change in circumstances or events. Modifies behavior or approach based on this information. Develops multiple approaches for implementing plans in a culturally competent and appropriate manner. Weighs the relative cost and benefits of a potential action and evaluates the likely success of an idea in relation to the demands of the situation. Collaborates with health specialists and civic groups to ascertain. Community health needs determine availability of services, and to develop goals using a written work plan. Promotes health discussions in schools, industry, and community agencies to encourage policy and systems change Mobilizes the community to define and address community needs, developing partnerships to addressing priority identified. Support agency priorities of Health Equity by demonstrating active discussion among community partners regarding health equity. Uses documented that the principles of health equity have been incorporated into discussions with new or existing partnerships.

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| *Reason For Leaving | Promotion |
| Your name, if different during employment | |
| *Name of Employer | Florida Department of Health in Wakulla County |
| *Your Job Title | Health Education Program Manager |
| *Currently Employed | No |
| *Start Date | 01/01/2012 |
| *End Date | 01/01/2014 |
| *Hours Per Week | 40 |
| Employer's Address | 48 Oak street Crawfordville FL 32327 |
| Supervisor's Name | Padraic Juarez |
| Supervisor's Phone Number | 8509260400 |
| *Duties and | Initiate and coordinates tobacco prevention and control |

Responsibilities

activities at the county level. Serves as a liaison between the county health department, headquarters, the regional tobacco prevention coordinator (RTPC), youth and adult organizations, tobacco-free partnerships, businesses, and other local agencies. Work independently and to work with youth and adults. Public speaking, coalition building skills, program development, management expertise, and a strong knowledge of state procurement and budget management are required. Marketing and public relations experience. Provides administrative and fiscal support for tobacco prevention and control for youth and adult programs. Serves as the point of contact for all tobacco prevention and control for the county. Develops and submits a tobacco prevention workplan focusing on promoting cessation, reducing exposure to secondhand smoke, and youth and college age initiation reduction. Performs community needs assessment to identify strategies for tobacco prevention, adult use reduction and policy development to effectively control tobacco use/access and exposure to secondhand smoke. Coordinates program activities with the Chronic Disease staff, Healthy Start, WIC, and other health department staff as needed. Assists in the creation of a local tobacco-free community partnership by helping to organize meetings and conducting business and activities of the partnership. Assists in recruiting partnership members. Coordinates partnership activities within the county. Acts as fiscal liaison between the county tobacco prevention and control program and Headquarters subject to coordination with the CHD Business Manager. Submits regular reports as required to ensure appropriate progress on workplans. Prepares documents for vendors and ensures compliance with state guidelines. Works with local schools and with SWAT Coordinators to plan and implement anti-tobacco activities. Coordinates the youth prevention component, Students Working Against Tobacco (SWAT), of the statewide comprehensive Tobacco Prevention and Control Program by planning youth meetings, recruiting and retaining youth in the SWAT organization, and working with youth to develop youth trainings and events throughout the county. Collects and analyzes data to ensure program outcomes. Promotes youth empowerment by increasing skills, knowledge of tobacco issues and prevention, and advocacy training. Prepares and disseminate news releases and other information to communities. Identifies and recruits adult partnership members, parents, teachers, and volunteers in the region to serve as partners to support youth tobacco prevention efforts. Transports adult volunteers, and transports and chaperones youth volunteers/advocates, to local, regional, state, and/or national tobacco prevention and control trainings, events, meetings, functions, or activities. Transport may be with a state or county vehicle, with the employee's own personal vehicle, or with a rental vehicle. Supervisory Duties: Implements and manages programs and services for the Health Education programs. Establishes work schedules and assignments for staff, taking into consideration workload and the availability of resources. Recruits, hires, and arranges for training of assigned staff. Provides guidance and direction to subordinates, including setting performance standards, coaching for improved performance, and evaluating staff performance using established performance evaluation procedures. Makes recommendations for promotion,

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| | transfer, or termination of assigned personnel. Mentors staff to provide quality services and optimize the use of resources. |
| *Reason For Leaving | Promotion |
| Your name, if different during employment | |

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| *Name of Employer | Florida Department of Health in Wakulla County |
| *Your Job Title | Tobacco Prevention Specialist |
| *Currently Employed | No |
| *Start Date | 03/30/2008 |
| *End Date | 01/01/2012 |
| *Hours Per Week | 40 |
| Employer's Address | 48 Oak street Crawfordville FL 32327 |
| Supervisor's Name | Padraic Juarez |
| Supervisor's Phone Number | 8509260400 |

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| *Duties and Responsibilities | <p>Initiate and coordinates tobacco prevention and control activities at the county level that focus on: 1) preventing initiation among youth and college age people; 2) increasing cessation programs for youth and adults; and 3) reducing exposure to secondhand smoke. Serves as a liaison between the county health department, headquarters, the regional tobacco prevention coordinator (RTPC), youth and adult organizations, tobacco-free partnerships, businesses, and other local agencies. Ability to work independently and to work with youth and adults. Public speaking, coalition building skills, program development, management expertise, and a strong knowledge of state procurement and budget management are required. Marketing and public relations experience. Provides administrative and fiscal support for tobacco prevention and control for youth and adult programs. Serves as the point of contact for all tobacco prevention and control for the county. Develops and submits a tobacco prevention workplan focusing on promoting cessation, reducing exposure to secondhand smoke, and youth and college age initiation reduction. Performs community needs assessment to identify strategies for tobacco prevention, adult use reduction and policy development to effectively control tobacco use/access and exposure to secondhand smoke. Coordinates program activities with the Chronic Disease staff, Healthy Start, WIC, and other health department staff as needed. Assists in the creation of a local tobacco-free community partnership by helping to organize meetings and conducting business and activities of the partnership. Assists in recruiting partnership members. Coordinates partnership activities within the county. Acts as fiscal liaison between the county tobacco prevention and control program and Headquarters subject to coordination with the CHD Business Manager. Submits regular reports as required to ensure appropriate progress on workplans. Prepares documents for vendors and ensures compliance with state guidelines. Works with local schools and with SWAT Coordinators to plan and implement anti-tobacco activities. Coordinates the youth prevention component, Students Working Against Tobacco (SWAT), of the</p> |
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| | <p>statewide comprehensive Tobacco Prevention and Control Program by planning youth meetings, recruiting and retaining youth in the SWAT organization, and working with youth to develop youth trainings and events throughout the county. Collects and analyzes data to ensure program outcomes. Promotes youth empowerment by increasing skills, knowledge of tobacco issues and prevention, and advocacy training. Prepares and disseminate news releases and other information to communities. Identifies and recruits adult partnership members, parents, teachers, and volunteers in the region to serve as partners to support youth tobacco prevention efforts. Transports adult volunteers, and transports and chaperones youth volunteers/advocates, to local, regional, state, and/or national tobacco prevention and control trainings, events, meetings, functions, or activities. Transport may be with a state or county vehicle, with the employee's own personal vehicle, or with a rental vehicle.</p> |
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| *Reason For Leaving | Promotion |
| Your name, if different during employment | |

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|----------------------------------|---|
| *Name of Employer | Florida Department of Health in Wakulla |
| *Your Job Title | Family Support Worker |
| *Currently Employed | No |
| *Start Date | 08/15/2000 |
| *End Date | 03/31/2008 |
| *Hours Per Week | 35 |
| Employer's Address | 48 oak street Crawfordville FL 32327 |
| Supervisor's Name | Mary Westbrook |
| Supervisor's Phone Number | 850-926-0400 |

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| *Duties and Responsibilities | <p>Case Coordination to Assist families to obtain services by making referrals, providing transportation, and accompanying them to appointments. To write and complete progress notes and other case record notes on time. Support development and maintenance of client records and program documentation. Implement appropriate modeling techniques, education and other supportive services as delineated in service plan. Arrange transportation of clients for medical appointments, counseling, and shopping. Facilitate and teach educational classes like parenting skills, independent living skills, anger management, household management, behavior management, pregnancy/prenatal care etc. Involve in quality improvement process.</p> |
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| *Reason For Leaving | Promotion |
| Your name, if different during employment | |

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| Formal Education |
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| *Name of School | Liberty University |
| *Location | Lynchburg, VA |
| *Start Date | 08/20/2007 |
| End Date | 01/24/2012 |

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| Course of Study | Bachelor of Science Degree |
| *Degree Earned (transcripts may be required) | Bachelors |
| Credit Hours – Quarter | |
| Credit Hours – Semester | |

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|---|---|
| *Name of School | Liberty University |
| *Location | Lynchberg, VA |
| *Start Date | 08/18/2014 |
| End Date | 07/26/2016 |
| Course of Study | Masters of Arts- Human Service Counseling in Addiction and Recovery |
| *Degree Earned (transcripts may be required) | Masters |
| Credit Hours – Quarter | |
| Credit Hours – Semester | |

Language Skills

There are no items in this section.

License, Registration or Certification

There are no items in this section.

Job-Related Training or Course Work

| | |
|----------------------|--------------------------|
| *Name of Institution | University South Florida |
| *Start Date | 12/05/2018 |
| End Date | 06/24/2019 |
| *Training Course | Public Health Leadership |
| *Training Completed | Yes |

Knowledge, Skills and Abilities

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|---------------------------------|---|
| Knowledge, Skills and Abilities | • Knowledge and skills for time management |
| Knowledge, Skills and Abilities | • Knowledge and skills to build relationships with community partners |
| Knowledge, Skills and Abilities | • Knowledge and skills of interpersonal, communication, public speaking, and presentation skills |
| Knowledge, Skills and Abilities | • Knowledge and skills in Quality Improvement, Community Health Improvement, Strategic Planning |
| Knowledge, Skills and Abilities | • Knowledge of management principles and practices, and of the methods of data collection and analysis. |
| Knowledge, Skills and | • Ability to supervise people; to manage a consultative |

| | |
|------------------|--|
| Abilities | program designed to ensure the resolution of managerial and operational problems; to determine work priorities, assign work and ensure proper completion of work assignments to assess budgetary needs, to formulate policies and procedures, to understand and apply applicable rules, regulations, policies and procedures relating to operational and management analysis activities; to organize data into logical format for presentation in reports, documents and other materials, to collect, evaluate and analyze data to develop alternative recommendations, solve problems, document work and other activities relating to the improvement of operational and managerial practices; to conduct fact-finding research; to work independently; to solve problems and make decisions. |
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Approve the Grant Application for the Coastal Partnership Initiative (CPI), of the Florida Department of Environmental Protection (FDEP), entitled “Building Coastal Stewardship for Taylor County” for the period 2022-2023.

Meeting Date:

September 21, 2021

Statement of Issue: Approve the grant application for the Coastal Partnership Initiative (CPI)
of the Florida Department of Environmental Protection (FDEP), for the project proposal “Building
Coastal Stewardship for Taylor County” for the period 2022-2023

Recommendation: Approve Grant Application.

Fiscal Impact: \$ 10,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In 2011 Taylor County was beneficiary of the CPI grant funds for
the construction project in Keaton Beach. FDEP recently opened a RFP for grant funds under
CPI for four priority areas. CPI grants provide support for innovative, local, coastal management
projects in: Resilient Communities, Public Access, Working Waterfronts, and Coastal
Stewardship. A proposal to request \$10,000 in grant funds for the project “Building
Coastal Stewardship for Taylor County” for the period 2022-2023 was prepared for considera-
tion of the BOCC members. Submission deadline is October 15, 2021

- Options:**
1. Approve the CPI grant proposal “Building Coastal Stewardship for Taylor County”.
 2. Deny approval

- Attachments:**
1. RFP package, Grant Application.

COASTAL PARTNERSHIP INITIATIVE
<https://floridadep.gov/rcp/fcmp/content/grants>

GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at <https://floridadep.gov/rcp/fcmp/content/grants> for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner, and a local government representative with appropriate binding signatory authority signs the application.

| |
|-------------------------------|
| Submittal Requirements |
|-------------------------------|

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
 - a) no more than \$30,000 and no less than \$10,000 for planning, design and coordination activities; and
 - b) no more than \$60,000 and no less than \$10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 12-month period beginning July 1 and ending June 30.
5. One original signed application, electronic or paper, must be submitted.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted via email to FCMPMail@FloridaDEP.gov or mailed to the address below by 4:00 p.m. on the date identified in the notice of availability of funds to:

Department of Environmental Protection
Florida Coastal Management Program, MS 235
ATTN: CPI Applications
2600 Blair Stone Road, MS 235
Tallahassee, FL 32399-3000

Faxed or late applications will not be considered and will be disqualified.

A. TITLE PAGE

Project Title: Building Coastal Stewardship for Taylor County

CPI Initiative Priority Area(s): Coastal Resource Stewardship

Applicant Name and Name of Partner Entity (if applicable):

Taylor County Board of County Commissioners (Applicant)

Taylor County School District (partner)

Steinhatchee Project Board (partner)

Official Contact Name: LaWanda Pemberton

Title: County Administrator

Phone: (850) 838-3500

Email Address: lpemberton@taylorcountygov.com

Postal Address: _____

201 E. Green St.

Perry, FL 32347

Applicant DUNS/UEI Number: 065887796

Applicant FEIN: 59-6000879

Link to coastal element: _____

Proposed Project Manager Name: Victor Blanco

Email: victorblancomar@ufl.edu

Certification Statement

“By signing this title page, the undersigned certifies that:

- a. This application is in all respects fair and submitted in good faith without collusion or fraud;
- b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
- c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
- d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
- e. No federal funds will be used as match for funds awarded as a result of this application process;
- f. The applicant local government's adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
- g. **[If construction is proposed] The applicant submitted a completed NOAA 306A questionnaire, supplied the required attachments, conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies and has permits and approvals regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;**
- h. **[If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; detailed means methods and best management practices to be used for the project and;**
- i. The undersigned has full authority to bind the applicant.”

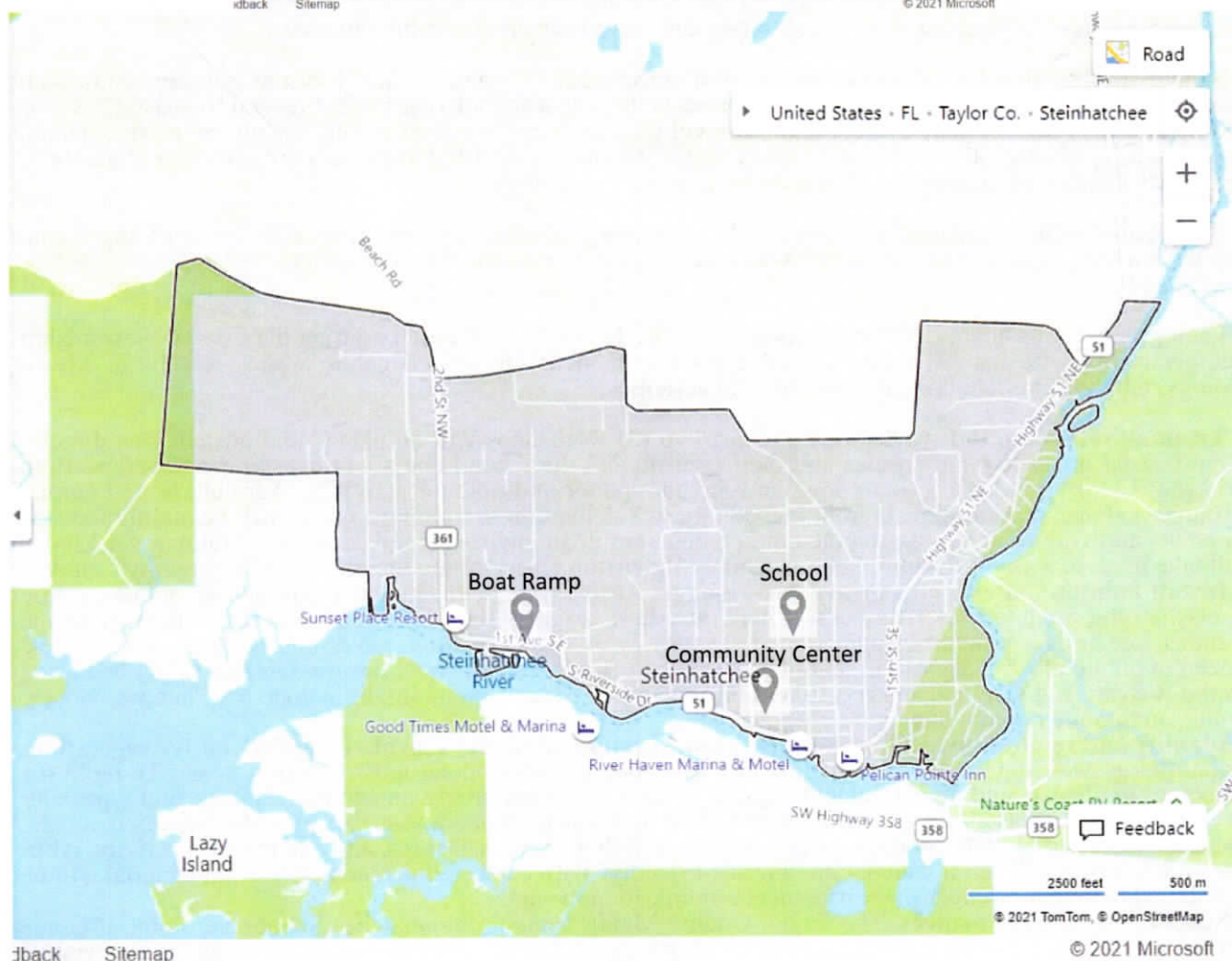
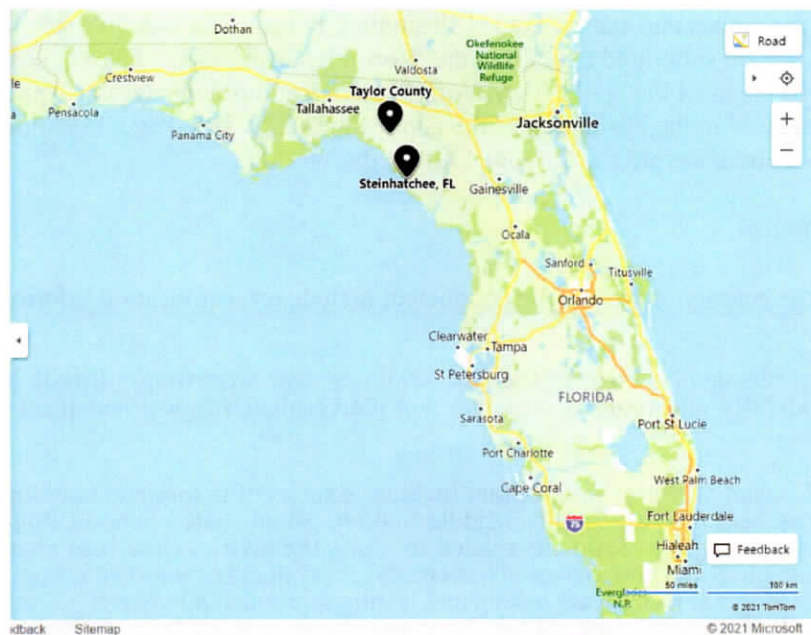
| | | |
|-----------|--------------------------------|-------|
| _____ | <u>Thomas Demps - Chairman</u> | _____ |
| Signature | Name & Title | Date |

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

| | | | |
|----------------------|--------------|-------------------------------|-------|
| _____ | _____ | _____ | _____ |
| Signature of Partner | Name & Title | County or City Partner Entity | Date |

B. PROJECT LOCATION MAP.

(10 pts.)*



* NOTE: The maximum number of points for scored application components is indicated in each section.

C. WORK PLAN (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

1. PROJECT DESCRIPTION.

a. Describe in detail the activity or work to be conducted; include project location information. (15 pts.)

The county will coordinate a series of training seminars and workshops; install habitat and coastal stewardship signage; identify and remove invasive, non-native plant species; and plant "Florida Friendly" native vegetation.

The Taylor County Coastal Stewardship Program includes a series of indoor and outdoor activities in which County students and teachers (Taylor County Middle School, Steinhatchee School, Point of Grace, Taylor County 4-H) and parents, as well as residents related to tourism activities (like boat charter captains) move toward an increased awareness and knowledge of our coastal ecosystems so they can become stewards of them. The overall goal of this program is to create a deep and lasting relationship between participants and our local coastal environments which support most of the community's economy. As participants move through the Coastal Stewardship Program, they begin to take on active roles in protecting our coast.

School students develop their understanding of current issues facing the health of our estuarine and ocean habitats and collaborate in civic engagement projects through a school year project related to coastal systems and natural disasters, climate change and sea level rise, sustainable use of coastal resources, marine debris, water quality, among others. These projects foster coastal stewardship behaviors by allowing students to address an existing climate or ocean-related issue in the community.

Participants gather, calculate, and analyze data revealing the effect of their actions on the coast and ocean. Leadership and project management skills develop as students evaluate their impact, effectively executing their coastal stewardship vision.

Each year school students immerse themselves in the Taylor County estuary during the Coastal Stewardship summer camp, with hands-on educational experiences, including guided nature walks, lessons in stream ecology, and Systems Thinking discussions and activities.

Training seminars and workshops: at least two (2) workshops will be planed and hosted. One directly about coastal invasive plant species and their control, and the second one about coastal conservation. Both workshops will be at least 8 hours long and include indoor and outdoor activities. Agriculture and marine resources extension professionals from the County will deliver these trainings, which will be mainly focused on adults and with the goal to promote entrepreneurship in an environmental economy. Training workshops will take place at a Taylor County School, County Extension Office or the Steinhatchee Community Center.

Install habitat and coastal stewardship signage: At least eight (8) signage about natural and panoramic assets like the Steinhatchee river, oyster bars, marshes, seagrass flats, and the resources in them (like the Steinhatchee bridge, manatees, navigation and waterway markers, sea trout, red drums, scallops, etc.), will be placed in public places. One of the school projects is to create content about these assets that might be hosted on the Website and visitors can access them through a QR code. Content might include text, images, videos, audio, among other communicational means.

Identify and remove invasive, non-native plant species and plant "Florida Friendly" native vegetation: Unfamiliarity with non-native plants in becoming a common issue along most Florida's coast. To build the capacities to identify and plan to remove these non-native plants is important among residents, and especially on landscapers in coastal areas. This activity will undergo at least one non-native plant identification course, one field survey to identify problematic areas in the Steinhatchee coastal area, and one removal activity. After removal, the area will be replanted with "Florida Friendly" native vegetation, and information material will be distributed among residents using different communication means.

School stewardship project: The Taylor County Middle School, Steinhatchee School and Point of Grace School will select, plan and execute one stewardship project. The areas for the project may include watershed and river flooding, building a resilience coastal community, coastal wetland protection (marshes and or seagrass), friendly fishing practices, Steinhatchee environmental educational trail, among many others. The goal is to get the whole school involved, including parents and staff, and build a solid school year project that addresses a local topic, and finds solutions for it, creating awareness on its way.

Youth Coastal Stewardship Summer Camp: The goal is to have a one-week Summer camp with hands-on activities to get youth more involved with their natural surroundings. The camp will include increase knowledge on natural aspects (environment, fauna and flora) of the upper Steinhatchee river, the estuarine zone, and the coastal zone. The activities will include a role play activity about them running a business in their community (marina, charter boat, hotel, nature guide, etc.), while promoting and developing skills like leadership, teamwork, planning, critical thinking, the use of technological tools, and basic finances.

- b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

(20 pts.)

Objectives:

- Gain love and respect for nature
- Demonstrate ability to learn outdoors safely while having fun
- Learn to live WITH nature and become an environmental steward
- Experience the beauty of Taylor County's local coast
- Integrate the next generation science standards in hands-on learning

Task

- School project planning and delivery (August 2022 – May 2023)
- Stewardship project showcased in local event (Fiddlers Crab Festival Parade) (February – April 2023)
- Workshop on native and non-native coastal plants (September 2022)
- Workshop on Taylor County coastal habitats (riverine, estuary and marshes, coastal-marine and seagrasses) (October 2022)
- Workshop on coastal-related careers, coastal economy and entrepreneurship (February 2023)
- Design and install eight stewardship signages (January-March 2023)
- Plan and execute a youth coastal summer camp (June 2023)

Deliverables

- Non-native coastal plants site identified and cleared, and Florida Friendly vegetation planted.
- Workshop and field visit report to riverine, estuarine and coastal-marine ecosystems.
- School project final report
- Eight (8) stewardship signages installed in strategic locations.
- Website hosting detailed signage information
- Youth coastal summer camp report.
- Grant project final report (accomplishments and impacts).

2. PROJECT NEED AND BENEFIT

- a. Explain the demonstrated need, which the project addresses.

(25 pts.)

Taylor County is a county located in the Big Bend region in the northern part of the U.S. state of Florida. As of the 2010 census, the population was 22,570. Its county seat is Perry. The median income for a household in the county was \$30,032, and the median income for a family was \$35,061. About 14.50% of families and 18.00% of the population were below the poverty line, including 22% of those under age 18 and 18% of those age 65 or over.

Steinhatchee is a Gulf coastal community in the southern part of Taylor County, Florida. Steinhatchee is 38 miles south of the county seat of Perry. Just across the Steinhatchee River is Jena, which is in Dixie County. Since the early 19th century, the village of Steinhatchee played an integral part in the foresting industry, particularly cedar used for making pencils, as well as fishing, crabbing and scalloping. The Steinhatchee River also flows by the community and into the Gulf of Mexico.

As of the 2010 census, there were 1,047 people. The population density was 327.4 people per square mile. There were 1,555 housing units. The racial makeup of the village was 98.7% White.

The Steinhatchee River is famous for its large population of trout and redfish. The wild land surrounding Steinhatchee and Jena are teeming with alligators, panthers, hogs, turkeys and all kinds of shore birds.

Taylor County is home to nearly 60 miles of coastline, four rivers, numerous streams and creeks, springs, a border on the Apalachee Bay, both natural and artificial reefs and quick access to the Gulf of Mexico. With so much of our area covered in water, it's no surprise that anglers come from all over the state to cast a line and reel in trophy-size catches of sea trout, redfish, grouper, sheepshead and more.

The Steinhatchee River is a great fishing spot, especially during the fall months of October and November, when spotted seatrout invade the river in huge numbers. The Steinhatchee River and Deadman's Bay (the name of the mouth of the river) is a fish-and-people-friendly river, so inexperienced anglers are almost always bound to get lucky. You can usually find out about the season's "hot spots" by asking around at local marinas and bait shops.

The increase in the number of visitors and the demand of the use of the local natural resources might create a disbalance in the habitat and natural systems. Therefore, it is important for locals and residents to be aware and understand the natural and economic value of these resources. The present project will create a direct line between the geographic and social components of Steinhatchee and its natural resources, so locals and residents of all ages might become stewards of these blessed land and waters.

Stewardship towards the sustainable use of the natural resources in the area is fundamental for the long-term survival and health of the community's economy. Increasing awareness might also trigger the development of new business opportunities and jobs very much needed in the area.

b. Explain how the proposed project meets the purpose of at least one CPI priority area. (10 pts.)

The main objective of the project is to build stewardship capacities in Taylor County school youth, parents and community members through a series of activities that will introduce residents into the natural value of the resources that sustain their economy, as landscape contemplation and water-related activities (like boating, fishing, kayaking, etc.). That objective aligns with the CPI second specific priority area, that states: "Coastal Resource Stewardship: To promote stewardship and appreciation of fragile coastal resources, applicants may request funds for community-based projects that involve the public, volunteers and the local government".

First phase of the project is to create awareness and increase knowledge about the natural resources' components (habitats and their living resources), through which promote a behavior change toward the advocacy and stewardship of those local resources. The project is targeting youth from the local K-12 school, and adults from different backgrounds. The Taylor County Board of County Commissioners, as the applicant, will coordinate and cooperate with local organizations, like the School District and community-based organizations to plan and execute the project, which includes the involvement of personnel and resources from all these organizations.

c. Discuss the extent to which the project will improve the management and protection of coastal resources and identify any potential negative impacts. (25 pts.)

Taylor County residents, and especially those from Steinhatchee, have traditionally participated in the discussion for the management of the resources in the coastal area, especially in workshops and seminars organized by the County, the Florida Fish and Wildlife Conservation Commission (FWC), the University of Florida and Nature Coast Biological Station (NCBS), the Water Management District and many other annually hosted in the community, or in the agencies' offices.

Increasing awareness, knowledge and stewardship in the local population will provide them the resources to better understand the impact that management might have in the resources they use in a daily basis and therefore co-manage their own resources and become advocates for their conservation and sustainable use.

d. Discuss how project is feasible and can be completed within 12 months.

(10 Pts.)

The County and partners have the baseline inputs for the projects, which includes outreach staff, educators and teacher to lead and execute the project. The project aligns with local needs detected by administrative staff from the School District and the community organizations, and it has been stated as a priority for the County residents (youths and adults).

According to the pre-planning stage, to coordinate, execute and prepare all tasks and deliverables a twelve-month period is feasible. There might be external and unforeseen events (like extreme weather or events) that might affect the proposed timeline but the goal and objectives will be completed before or at a 12-month period.

BUDGET and BUDGET NARRATIVE

(15 Pts.)

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

| <u>Budget Category</u> | <u>FCMP Funds</u> | <u>MATCH Funds</u> |
|-------------------------------------|-------------------|--------------------|
| 1. Salaries | _____ | <u>\$8,000</u> |
| 2. Fringe Benefits | _____ | _____ |
| 3. Travel | <u>\$1,000</u> | <u>\$1,200</u> |
| 4. Equipment | <u>\$1,000</u> | <u>\$500</u> |
| 5. Supplies | <u>\$3,000</u> | <u>\$300</u> |
| 6. Contractual Services | <u>\$5,000</u> | _____ |
| 7. Other Expenses | _____ | _____ |
| 8. Indirect Charges | _____ | _____ |
| FCMP Total | <u>\$10,000</u> | |
| Match Total | | <u>\$10,000</u> |
| Total FCMP & Match Funds | <u>\$20,000</u> | |

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: \$ _____

BUDGET NARRATIVE: Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested \$10,000

Salaries: N.A.

Fringe Benefits: N.A.

Travel: Gas expenses for boat and boat rental for field trips and Summer camp.

Equipment:

Supplies: flyers, ad billboard, gardening supplies, native plants,

Contractual Services: (1) graphic designer for signage, (1) signage company (printing signage), (1) installation of signage, (1) Web designer / hosting for QR codes and signage content, (1) photographer.

Other Expenses: N.A.

Indirect Charges: N.A.

Total Match Funds: \$10,000

Salaries: Partial salaries for (1) Marine and Natural Resources Extension Agent, (1) Agriculture and Natural Resources Extension Agent, (1) Economist and Entrepreneur Specialist, (2) Science school teacher, volunteers' hours.

Fringe Benefits: N.A.

Travel: about \$100/month for gas expenses for four two-way travel of the staff in Perry to go to Steinhatchee, and a School bus to transport participants between destinations.

Equipment: Field trip equipment including seine nets, plankton nets, microscopes (and supplies), water quality reagents and equipment, shovels and other gardening equipment

Supplies: paper, photocopies, pens and pencils, folders, slates, bottled water and ice.

Contractual Services: N.A.

Other Expenses: N.A.

NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.

Miscellaneous

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Coastal Partnership Initiative Request for Grant Applications

Coastal Partnership Initiative Request for Applications FY 2022-23

The **Florida Coastal Management Program (FCMP)** announces the availability of federal funds for innovative coastal projects under its **COASTAL PARTNERSHIP INITIATIVE (CPI)** for fiscal year 2022-23. **Proposals will be accepted from August 16, 2021, through October 15, 2021.**

Eligible applicants include Florida's 35 coastal counties and the local governments within their boundaries that are required to include a coastal element in their comprehensive plan. Florida public colleges and universities, regional planning councils, national estuary programs and **nonprofit groups may also apply** for CPI funds if an eligible local government is a partner in the project.

The purpose of the Coastal Partnership Initiative is to promote the protection and effective management of Florida's coastal resources in **four priority areas: RESILIENT COMMUNITIES, COASTAL RESOURCE STEWARDSHIP, ACCESS TO COASTAL RESOURCES and WORKING WATERFRONTS.**

1. Rule Sections 62S-4.004 and .007, F.A.C., describe the procedures for submitting applications and the criteria by which applications will be evaluated. The CPI Application Form and a copy of Chapter 62S-4, F.A.C., are available on the FCMP Grants website at <https://floridadep.gov/rcp/fcmp/content/grants>.

2. Please note the following important information regarding the CPI grant process for FY 2022-23. Applications must be received by the Department no later than 4:00 p.m. ET, **October 15, 2021**. Applicants must email the completed application and all required attachments **to FCMPMail@FloridaDEP.gov** or mail to the address below.

Florida Coastal Management Program, ATTN: CPI Application, Department of Environmental Protection, 2600 Blair Stone Road, MS 235, Tallahassee, Florida 32399-2400.

3. Projects are anticipated to **begin July 1, 2022** and must be **completed within 12 months**. Selected projects will be included in the FCMP application to the National Oceanic & Atmospheric Administration (NOAA) for fiscal year 2022-23. **Maximum award of \$30,000 for planning, design and coordination activities and up to \$60,000 for construction projects, habitat restoration, invasive exotic plant removal and land acquisition. Minimum CPI award is \$10,000.**

4. Recipients are **required to provide 100% matching contributions (cash or in-kind) in the form of goods and services that directly benefit the specific grant project.** No more than 50% of match can be provided by a third party and none from federal funds.

5. There are additional requirements for applications involving construction, invasive exotic plant removal, habitat restoration and land acquisition, including:

a. To show the project is feasible and able to be completed within 12 months, applicants proposing construction, invasive exotic plant removal and habitat restoration must conduct a preliminary consultation with appropriate local, state and federal regulatory agencies to ensure there are no environmental concerns that would delay or prevent project startup. A summary of the consultation along with the 306A questionnaire must be included in the CPI application to be considered responsive.

b. Nonprofit organizations (NPOs) are not eligible to receive funds for construction, habitat restoration, invasive exotic plant removal, or land acquisition. Applications submitted by NPOs that propose these activities will be disqualified.

c. Pursuant to NOAA's direction, Section 306A **funds shall not be used for beach restoration, beach nourishment or projects that are predominantly hard structure erosion control.**

d. Infrastructure projects must have a clear coastal management component.

e. Construction and land acquisition activities occurring in designated Coastal Barrier Resource Act units are subject to additional review and approval by NOAA and/or the U.S. Fish & Wildlife Service.

A webinar on the Coastal Partnership Initiative opportunity will be presented in August 2021. The date, time, and webinar link will be available on the FCMP Grants website: <https://floridadep.gov/rcp/fcmp/content/grants>. An informational webinar is posted and currently available for those who are unable to attend the August presentation.

For questions or more information, please contact Mrs. Tiffany Herrin at (850)245-2953, or visit the FCMP Grants website at <https://floridadep.gov/rcp/fcmp/content/grants>.

Coastal Partnership Initiative Frequently Asked Questions

1. What is the Coastal Partnership Initiative (CPI)?

The CPI program is a competitive-based grant program for Florida's 35 coastal counties, and all municipalities within their boundaries, that are required to include a coastal element in their comprehensive plan. Florida's public colleges and universities, regional planning councils, national estuary programs and nonprofit groups also may apply for CPI funds, if an eligible local government agrees to participate as a partner. CPI grants provide support for innovative, local, coastal management projects in four program areas:

- Resilient Communities
- Access to Coastal Resources
- Working Waterfronts
- Coastal Resource Stewardship

These funds are provided by the Department of Environmental Protection's (DEP) Office of Resilience and Coastal Protection (RCP) through the Florida Coastal Management Program (FCMP), in partnership with the National Oceanic and Atmospheric Administration (NOAA).

2. How can we receive notifications for the request for application?

Each year, FCMP publishes a "Notice of Availability of Funds" in the *Florida Administrative Register* to solicit CPI applications from eligible entities. This notice typically is published each August. Additionally, you may also send an email to FCMPMail@FloridaDEP.gov and request to be added to the email list for CPI announcements. The email list may serve as a courtesy notification only and does not replace the official announcement in the *Florida Administrative Register*.

3. Is there a limit on the funds each applicant can request?

Financial awards are a minimum of \$10,000, and awards are limited to no more than \$60,000 for construction projects, habitat restoration, invasive plant removal or land acquisition; and \$10,000 to no more than \$30,000 for planning, design and coordination activities.

4. Where can we find information on the types of projects that have been previously funded?

For detailed information on previously funded projects, visit FloridaDEP.gov/CPI. There are links to [Grant Abstracts](#) and [Interactive Story Map](#), which provide information about project descriptions and locations, respectively.

5. Where can I find the most recent CPI application?

The CPI application can be found at FloridaDEP.gov/CPIGrantApplication.

6. Is there a page limit for the total application?

The CPI application has a 10-page limit, not including the map, title page or signature page.

7. Where can I find the scoring criteria for CPI applications?

The scoring criteria can be found within rule 62s-4 F.A.C. or at FloridaDEP.gov/CPIGrantRule.

8. Who is considered the eligible signatory for the application?

The eligible signatory is the person who has the legal authority to enter into any form of contractual agreement with Florida.

9. Can national nonprofits apply?

Yes, but they must partner with an eligible local government.

10. If a local government signs as a “partner” with a nonprofit, what does that entail for the local government?

As the partner for the nonprofit, you essentially state you have worked with this nonprofit and support the work they are doing. You agree the project they are proposing meets the local government’s needs. It is up to you how involved you need to be in the project. If the project proposed is a construction project, habitat restoration, exotic plant removal or land-acquisition type project, you must be fiscally and programmatically responsible. If the project is not one of those, then you are serving as a reference and support. However, if the partner organization is unable to complete the project for any reason, and DEP does not receive timely notification, this may impact future CPI funding to your local government.

11. Can multiple counties apply in one application?

No. While partnership is strongly encouraged, one of the eligible counties will need to be the lead and have the fiscal and programmatic responsibilities.

12. Can CPI funds be used for an ongoing larger project?

Yes, CPI funds can be used to *enhance* a larger-scale project, but the CPI funds and match must be used during the CPI project period. However, CPI funds cannot be used to supplement or replace funding for an existing project.

13. Can you clarify if this is a limited-submission competition, since eligible applicants may submit no more than one application per funding cycle? Also, are applicants defined by the Data Universal Numbering System (DUNS) number?

The intent of the rule is that any entity within the eligible local government – even if they have a separate DUNS number – is part of that local government, and therefore, only allowed to submit one application per funding cycle. However, an eligible partner organization, college/university, etc., can also apply with an eligible local government participating as a partner. The rule specifically states that eligible applicants may submit only one application, and it also defines eligible applicants as:

(2) “Applicant” means local governments of the 35 coastal counties, and all municipalities within their boundaries, that are required to include a coastal element in the local comprehensive plan. The term also means Florida colleges, community colleges and state universities (as listed in chapter 1000.21, F.S.), regional planning councils, national estuary programs and nonprofit groups, as long as an eligible local government agrees to participate as a partner.

14. Are state universities allowed to apply as the lead? Or do we have to apply under the local government participating as a partner?

Yes, an eligible state college/university/community college (those listed in [Chapter 1000.21, F.S.](#)) can apply as the lead recipient with an eligible local government partner. There is a section in the application for the local government to sign as a partner.

15. Can work begin upon notification of an award from DEP?

No. Work on the awarded project may begin only when both parties have a fully executed agreement. The DEP grant manager will notify recipients when agreements are fully executed, and that work may begin.

16. If we would like to propose a construction project, habitat restoration, invasive plant removal or land acquisition project, are there any additional forms needed?

Yes, applicants must complete the 306A questionnaire and provide backup documentation along with their application. View the questionnaire from [DEP](#) or [NOAA](#). There is also [National Environmental Policy Act \(NEPA\) guidance](#).

17. What are the match limitations?

Grant recipients are required to provide 100% (1:1) matching funds, which may be cash or in-kind. Match may include the salaries of employees, the value of work time of volunteers, the cost of construction materials or other supplies and/or services that directly benefit the funded grant project. No more than 50% of match may be provided by a third party. Federal funds from any source may not be used as match for any financial assistance from the Coastal Partnership Initiative.

18. Can we have a CPI project with planning and construction in one?

Yes. However, we highly recommend splitting these due to the environmental compliance process that could hold up the project. The planning would have to be completed prior to environmental review, which will prolong your start of the construction phase.

19. Can CPI funds be awarded in conjunction with other grants?

This depends on the timing and project. However, no other federal funds can be used as match for CPI funds, and funds awarded through CPI cannot be used as match for other federal grants.

20. Can matching funds be spent in the past or do they need to be spent once the grant is awarded?

Match funds need to be spent during the project period of the CPI project.

21. Under which of the four priority areas does land acquisition fall?

It depends on the purpose and reason for acquiring the land. If the land is being purchased to provide public access, it would fall under the program area of Access to Coastal Resources. If the land is being purchased for a living shoreline project, then it would fall under either Resilient Communities or Coastal Resource Stewardship.

22. May planning funds be used to secure property appraisals?

Yes, but if the applicant intends to apply for CPI funds in a subsequent year to purchase the property, NOAA requires that the appraisal must be no more than a year old. Applicants should keep this timeline in mind for project planning.

23. Would sea level rise (SLR) assessment of lift stations for sewer be appropriate as long as it impacts coastal areas?

Yes, sea level rise assessment of lift stations for sewer is appropriate if the lift station is on publicly owned land and located within one of the 35 coastal counties that are eligible.

24. Are projects not directly located on the coast eligible? Are they ranked lower (given that applicant has a coastal element in their comprehensive plan)?

Yes, projects that are not directly located on the coast are eligible if they are within the 35 coastal counties and the local government is required to have a coastal element in their comprehensive plan.

25. Are construction projects subject to federal Davis-Bacon/certified payroll conditions?

No, the federal Davis-Bacon payroll conditions only apply to prime contracts.

26. Would a climate action plan and similar projects be considered for CPI?

Yes, these are eligible projects. However, we also recommend that you consider funding opportunities offered through the [Florida Resilient Coastlines Program](#).

27. How would I complete the budget if the total project amount is \$250,000 and CPI only allows up to \$60,000 maximum?

You would list the \$60,000 as CPI funds requested, and the remainder can be considered as match. However, you do not have to claim amounts over 100% (in this case, over \$60,000) as match.

28. Where can I find more information about CPI?

You can find more information about the CPI program at [FloridaDEP.gov/CPI](https://www.floridadep.gov/CPI). You may also contact Tiffany Herrin at 850-245-2953 or via email at Tiffany.Herrin@FloridaDEP.gov. General questions about the FCMP program can be sent to FCMPMail@FloridaDEP.gov.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF DREDGING DESIGN SERVICE TASK ORDERS WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS PURSUANT TO ITS CONTINUING PROFESSIONAL SERVICES CONTRACT IN ASSOCIATION WITH THE RESTORE ACT PROJECT INITIATIVES.

MEETING DATE REQUESTED:

September 21, 2021

Statement of Issue: A portion of the RESTORE Act funding has been approved for use to perform dredging along with the associated professional engineering planning and design services. Wood Environment & Infrastructure Solutions, Inc. was selected to provide the required services in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.

Recommended Action: Staff recommends that the Commission approve the proposed Wood Environment & Infrastructure Solutions, Inc. Task Orders associated with dredging design services for the Steinhatchee Boat Ramp Basin and the Keaton Beach Canal system.

Fiscal Impact: FISCAL YR 2021/25 - RESTORE Act Funding

Budgeted Expense: FUNDING PLAN

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR/ COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

As a result of the 2010 Deepwater Horizon, affected communities received Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (RESTORE) Act funding to address some of the economic effects. The Taylor County Board of County Commissioners committed to use a portion of that funding to perform dredging along the Taylor County Coast and to also fund the associated professional engineering planning and design services. Pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Wood Environment & Infrastructure Solutions, Inc. was selected to provide Professional Engineering Services under the terms of a Task Order format Continuing Service contract.

At the May 3, 2021 BOCC meeting, the Board approved rates, terms and conditions of a continuing contract for the services to be provided by Wood. That contract requires Wood to submit a proposal for any requested services in a Task Order format. Consistent with the initial budgeting and sequencing, the two attached Task Orders are proposals for dredging design services for the Steinhatchee Boat Ramp Basin and the Keaton Beach Canal system. These Task Orders cover all services from initial project scoping to construction oversight. Proposed costs are as follows:

Steinhatchee Boat Ramp Basin - \$46,394.30 Design/Permitting and \$45,999.90 for CEI services.
Keaton Beach Canal System - \$85,134.15 Design/Permitting and \$311,342.75 for CEI services.

Staff has reviewed the proposals and found them to be generally inclusive of the required services. Wood has, however, made some assumptions that Staff suggests modifying. They range from (1) only responding to a single Request for Additional Information (RAI) during each permitting process vs. responding to as many as are required, (2) attending public meetings vs. coordinating them, and (3) a dredging waiver document to be prepared solely by the County vs. in conjunction with Woods providing a representative starting document. If approved, Staff will require Wood to update these portions before final signature.

Noting the cost(s) above that are also exclusive of actual construction cost, funds will be insufficient. We have a significant budget shortfall of \$1.3 million in the available Pot 1 funds and Pot 3 Restore funds seems to be our only viable option if we wish to move forward with dredging at Keaton and Steinhatchee Boat Ramp Basin at this time. We currently have \$9,895,591 set aside in Pot 1 Restore funds for the coastal by-pass projects. Of this \$367,905 has been committed for the required feasibility study to determine if by-passes or road expansion is in fact an option. This leaves a balance of \$9,527,686.

If the Board were to use Pot 3 Restore funds for the \$1.3 million estimated dredging project shortfall, there would still be \$8,227,686 remaining for the by-pass project(s). The by-pass project has funding options available in the event the by-pass projects are viable and the \$8.2 m is not sufficient. Key funding options would be Florida Boating Improvement Program and FDOT.

If the Board chooses to move forward with using Pot 3 Restore funds for dredging, a SEP amendment would be required and it would be due by October 15, 2021. If we do not make that deadline we will have to wait until October 2022 and possibly having funding in October 2024.

Options:

- 1) Accept and approve the Wood Environment & Infrastructure, Inc. Task Order to provide dredging design services for the Steinhatchee Boat Ramp Basin and Keaton Beach Canal as recommended. Further, approve the suggested RESTORE Act SEP amendment or alternative funding mechanism.
- 2) Deny the proposed Task and SEP amendment plan and state reasons for such denial.

Attachments:

Steinhatchee Boat Ramp Basin Task Order
Keaton Beach Canal System Task Order



Wood Environment & Infrastructure Solutions, Inc.
404 SW 140th Terrace
Newberry, FL 32669
USA
T: 352.332.3318
www.woodplc.com

July 14, 2021

Mr. Kenneth Dudley
Taylor County
108 North Jefferson Street
Perry, FL 32347

Via email: county.engineer@taylorcountygov.com

Subject: Scope of Services – Steinhatchee Boat Ramp Dredging and Sediment Disposal Planning
Taylor County Dredging Project
Wood Project No. 600771x02

Dear Mr. Dudley,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide Taylor County (County) with the following Scope of Services to deliver professional dredging engineering services related to the Preliminary Engineering Report (PER) dated September 2016 prepared by Jones Edmunds to improve boat access in 5 coastal communities by dredging approximately 5 miles of canals in Taylor County. This proposal addresses the services required for dredging of the Steinhatchee Boat Ramp Basin, approximate 1 acre) to enable improved access to the Gulf from the Ideal Marina in Taylor County Florida (**Figure 1**). This scope of work and costing were developed so the work can be conducted in conjunction with the work at the Keaton Beach Canals project. All work will be completed in accordance with the terms and conditions specified in our Contract for Professional Engineering Services dated May 3, 2021 through September 30, 2025.

PROJECT APPROACH

Wood's project approach is based on the expertise of our team's resources and the practical knowledge our team has gained through our extensive experience with this type of dredging project in Florida. This approach is designed to ensure that the County's project objectives are fully achieved and that the findings and conclusions of the project are useful and applicable to further advance the overarching objective of the County. Our approach to the various tasks that will be required as part of the scope of work for the project is described in the following sections.

Steinhatchee Boat Ramp Dredging Project in Taylor County Objectives

The general objectives of this project are to provide professional engineering, biological, environmental, and field survey services to evaluate how to best remove accumulated sediments and to improve boating access within the Steinhatchee Boat Ramp Basin in Taylor County, Florida.

The specific objectives of this dredging project, which were established in the Jones Edmunds Canal Dredging Preliminary Engineering Report, as listed below.

Project Objectives, Limits and Tasks

Objective:

- Reestablishing navigation

Limits:

- Service area is based on boat ramp basin
- Proposed depth and template configuration
- A buffer will be recognized around docks and in-water structures

Tasks:

- Wood will analyse project concept sufficiently to prepare conceptual plan
- Wood will present detailed project specifics
- Data Collection will include relevant Site information, vegetation, and species information, survey & mapping
- Wood will develop criteria for selecting suitable spoil disposal site location and present recommendation of candidate sites
- Wood will Coordinate and administer pre-application meetings with regulatory agencies
- Wood will develop a Conceptual Plan and 60% design plans
- Wood will submit and secure required permitting, authorizations, and/or certifications from relevant Regulatory Agencies for dredging activities and spoil placement
- Wood will prepare Final Plans, Technical Specifications, Opinion of Probable Cost, and Bid Documents suitable for award and contract
- Wood will conduct testing and analysis of spoil material and associated permitting
- Construction oversight

More details of the Tasks are described in the Scope of Work.

SCOPE OF WORK

Prior to commencement of the Work, the County will release all related information that is available; calculation of the volume of material to be removed based on previous hydrographic survey data; raw hydrographic survey data; preliminary designs of the dredging, location, and permitting documents for all Dredge Material Management Area (DMMA); permitting and generation of the engineer's opinion of probable cost estimate.

Wood will complete activities as required for the design, permitting, and construction of the project as described below. These tasks will include data collection including surveying and sediment sampling and analysis, sediment removal, dewatering, hauling, and disposal of the dredged materials, recommendations for the sediment disposal site, permitting, construction drawings, technical specifications; bid and construction services; and project closeout documentation.

TASK 1 – CONCEPTUAL DESIGN AND DATA COLLECTION

Wood requires the release of all County related engineering and permitting files referenced in the Jones Edmunds & Associates, Inc. Canal Dredging Report dated September 2016 to begin our conceptual design work.

Based on these files and the survey conducted under **Task 2**, Wood will develop preliminary design figures for the two major construction components, the dredging template and the DMMA options. Wood will develop a three-dimensional AutoCAD-based digital terrain model of the project area and proposed dredging locations. Wood will

use the updated hydrographic survey in the models to develop a dredging template that will describe plan area, cross-sections, and total required dredging volume.

Wood will prepare conceptual design plans for sediment removal, processing, and hauling required for opening of the boat ramp basin. Sediment processing and handling methods will be outlined; as will anticipated disposal facility location and details.

Wood will discuss the dredging methodology and possible DMMA locations, in applicable detail, in a standard project technical memorandum. Disposal alternatives will also be evaluated, now, as part of the conceptual design process with respect to dredging costs, capacity, permitting considerations, and facilitation of dewatering and disposal of sediments removed from the dredging template. At this phase, this review will be cursory in nature and will be followed up with a more complete assessment during the 60% design phase (**Task 4**) and the development of the construction bid package (**Task 6**).

The dredging template will not differ for either mechanical or hydraulic dredging. Various Dredge Management areas will be identified to dispose of the dredge material depending on the results of the sediment testing and analysis. Multiple dewatering methods (i.e. hydrocyclones, filter presses, geotextile tubes, etc.) will be reviewed based on the sediment analysis performed. Dewatering is considered means and methods of construction, so recommendations will be made, but the selected contractor will finalize the dewatering methods.

Wood's development of preliminary design figures will require at least a half-day site investigation to any area proposed for traditional or non-traditional dewatering techniques. This task includes limited Wood staff time and assumes minimal effort will be required to discuss and document the requirements (including sediment testing) to use each of the listed DMMA facilities.

Deliverable

A conceptual design figure set will be provided digitally in pdf format. A technical memorandum discussing possible DMMA locations will also be provided digitally.

Total for Task 1 \$2,894.30

TASK 2 –SURVEY

Hydrographic Survey

Wood will provide a hydrographic survey and dredging volume calculation of the approximate one (1) acre boat ramp basin located in Steinhatchee, Florida. The hydrographic survey will provide the data for the design of the dredging project and a calculation of required dredging volumes. Utilizing United States Army Corps of Engineers (USACE) publications EM 1110-1-1005 and EM 1110-2-1003 as guidelines, the hydrographic surveyor will provide all equipment and labor resources necessary to research and locate the existing primary control monuments and to acquire hydrographic data within the boat ramp basin. The objective of the survey is to document and map accurate existing bathymetry. All survey work will be supervised, signed, and sealed by a Florida Professional Surveyor and Mapper.

Please note that the hydrographic survey data collection will extend from bank to bank of the boat basin identified in **Figure 1** below. The hydrographic survey vessel outfitted with a single beam fathometer coupled with a Global Navigation Satellite System (GNSS) will be navigated as close to the shoreline or bulkhead/seawall as possible, around any existing structures that protrude into the basin.

The horizontal project datum will be based on the Lambert Conformal Conic Projection for the North Zone of Florida (0903) and referenced to the North American Datum of 1983, Adjustment of 2011 (NAD83/2011). The

vertical project datum will be referenced to the North American Vertical Datum of 1988 (NAVD88) and the survey will provide the relationship between NAVD88 and the mean low water (MLW) MLW Datum. The units of measurement will be U.S. Survey Foot.

Wood will perform hydrographic survey data acquisition within the boat ramp basin. The hydrographic survey vessel will be navigated parallel to the bulkhead or shoreline, making multiple passes. Each pass will be approximately 25 feet apart and soundings will be measured at 20-25-foot intervals. Wood will prepare AutoCAD based, digital, full-size exhibits of the approximate 1-acre boat basin highlighted in **Figure 1**. The exhibits will include aerial photo-based sheets depicting the project areas. The exhibits will provide plan views and cross-sections of existing conditions and the dredging template. Wood will calculate the required dredging volumes to reach a design channel depth -6 feet MLW for the basin. Wood will document the required dredging volumes on the exhibits.

Upland Disposal Site Survey

If the selected sediment disposal site is a new project area, Wood will obtain available LiDAR for the site if available. This information will be used in the design of the dewatering and soil placement project area.

Deliverable

Signed and sealed exhibits depicting the results of the survey in plan-view with elevations and contours of the approximate 1-acre boat basin located in Steinhatchee, Taylor County in hard copy (two full-size sets) and in digital format (AutoCAD files on CD/DVD). The CD/DVD will also contain ASCII files containing raw x, y, and z data points.

Total for Task 2\$11,517.60

TASK 3 – SEDIMENT DATA COLLECTION AND SAMPLING

Wood understands that a sediment quality assessment will be required to support disposal options for the dredging event.

For this task, Wood will collect 4 piston tube samples (approximately one sample per one quarter acre and we will document, composite, and test each sample (**Figure 1**). Samples will be composited using stainless steel bowls and spoons. Equipment will be decontaminated between samples. Equipment blanks will not be collected. Wood will submit the composite samples to a local environmental laboratory (Advanced Environmental Laboratories, Inc) for analyses. Wood will test the samples for grain-size distribution (per the United Classification System), percent of fine material (passing No. 200 sieve), silt and clay content, water content, Atterberg limits, specific gravity, and organic content. We will conduct laboratory tests in general accordance with ASTM or other widely accepted standards.

Each composite sample will also be analyzed for the substances identified in the Florida Department of Environmental Protection's (FDEP) Florida Sediment Quality Assessment Guidelines (SQAGs) for Florida's coastal waters including total solids, organochlorine pesticides, polychlorinated biphenyls, volatile organic compounds, semi-volatile organic compounds, and Resource Recovery and Conservation Act (RCRA) 8 metals (**Table 1**). Wood will provide a final summary report of all sediment sampling results.

Detected concentrations in the samples will be compared to Threshold Effect Levels (TELs) and Probable Effect Levels (PELs) developed in the FDEP's SQAGs and included in **Table 1**. Detections or exceedances could warrant additional sampling to determine whether the contaminants may be likely to leach once the material has been dewatered and placed in its final location.

Note that several substances are discussed in the SQAGs but have insufficient data to derive a sediment assessment guideline and therefore will not be included in the proposed analysis. Other analyses will be included because although there are no SQAGs for these substances, they are analyzed and reported with other pesticides listed in **Table 1**.

A technical memorandum that describes our exploration and recommendations will be provided. This technical memorandum will include the following:

1. A brief review of our test procedures and the results of all field and laboratory tests conducted. This will include a plan illustrating the location of each sample, and logs of each sample
2. General, qualitative evaluation of the reusability of the materials to be dredged based on the results of the laboratory testing
3. Recommendations for the steepest dredge area side slope that may be used for the dredging operations, based on sediment stratigraphy
4. Figures and logs showing the sampling locations and sediment stratigraphy with depth
5. Results of all physical and sediment chemical analysis tests performed

Please note sediment testing requirements are not just the purview of the regulatory agencies. In fact, the receiving organization may have much stricter sediment testing requirements.

Deliverable

For this task, Wood will create a technical memorandum discussing the testing and sampling. The County will be supplied with the electronic files.

Total for Task 3\$7,775.40

TASK 4 –60% DESIGN PLANS

1. Wood will complete one (1) combined site visit and project review meeting. The dredge locations, containment-dewatering areas, piping, sediment processing equipment, and staging areas will be reviewed during the site visit. Wood will inspect proposed locations; identify any problems and special design concerns, and potential alternative locations. The project review meeting will be conducted to evaluate the proposed project design, methods, and recontouring to be included in the design and permitting packages.
2. Wood will address comments of the Conceptual Design Plans from the County. The Conceptual Plans will be used during the permitting pre-application meetings.
3. Upon County approval of conceptual design plans, Wood will prepare 60% design plans and an opinion of probable project construction costs. The 60% design plans will address sediment removal dewatering and placement efforts. The 60% plans will also include the location of utilities if any are located within the project area such as overhead electric lines, underground sewer and water, and communication lines. Once approved by the County, 60% design plans will be submitted, along with required permit application documents for approval.
4. Upon submittal of 60% design plans to the County, Wood will attend a public meeting to obtain additional input from the community. Wood assumes the County will provide a meeting place. The meeting will be to present the 60% plans.

Deliverable

For this task, Wood will submit electronic copies of the 60% Design Plans. The County will be supplied with the electronic files.

Total for Task 4\$10,329.80

TASK 5 – PERMITTING

It is anticipated that this project would be exempt from state permitting under 62-330.051(7)(a) FAC for maintenance dredging according to Section 403.813(1)(f), FS, as long as the dredging complies with the condition of the exemption. Further, it is anticipated that this project will qualify for a nationwide permit through USACE. This process will be confirmed during the pre-application meeting with US Army Corps of Engineers (USACE) and Florida Department of Environmental Protection (FDEP). Wood will perform the following services under this task:

Wood will perform the following services under this task:

1. Coordinate and hold pre-application permitting meeting(s) with FDEP and USACE using the Conceptual Design Plans.
2. Coordination with the FDEP to determine whether beneficial reuse of the sediment is allowed.
3. Wood will conduct a preliminary ecological assessment of the dredge project area, including proposed disposal location. This assessment will include identification of wetlands, and potential use of the project area by threatened and endangered species.
4. Wood will prepare an ecological assessment report outlining potential impacts to wetlands and threatened and endangered species, as well as recommended protection measures.
5. Wood will request a verification of exemption from the state using Form 62-330.050(1), using 60% design plans. Wood will also submit a permit application package to USACE.
6. Permit Applications will include:
 - a. 60% Construction Plans
 - b. Dredge Plan (Construction Methods)
 - c. Erosion and Sediment Control Plans
 - d. Ecological Assessment Report
7. Wood will respond to one (1) Request for Additional Information (RAI) for each permit application.

Assumptions

- Wood has included \$250 for Permit Application fee.
- Archeological assessments are only anticipated for unpermitted DMMA's. Wood will write a letter to DHR to ascertain the locations of any historic sites and work around those areas
- The ecological assessment includes a preliminary investigation for the presence of protected species and resources. If species-specific surveys or benthic resource surveys are required by permitting agencies, Wood can provide a separate cost proposal for these services.

Deliverable

Wood will provide electronic copies of the permit application packages.

Total for Task 5 \$6,993.20

TASK 6 –CONSTRUCTION BID DOCUMENTS

1. Upon County approval and receipt of comments on 60% design plans and comments from the regulatory agencies, Wood will complete 100% (final) design plans, technical specifications, and engineer's probable cost estimates for construction.
2. The final design will include the proposed dredging template and the location of the selected DMMA.
3. Complete construction and dredging technical specifications, figures, and location maps needed to successfully bid the project.

4. Wood will develop a factsheet that outlines the dredging project and the preliminary schedule for the dredging event.
5. The County will advertise the bid and meeting notices.
6. The final package will include assumptions about the use of the selected DMMA site as the primary location for bidding purposes. However, bidders will be able to propose alternative permissible offloading and disposal locations as well.

Deliverable

The County will be supplied with an electronic file of these Construction Bid Documents.

Total for Task 6 \$6,884.00

Task 7 Construction administration/observation and project closeout tasks include:

1. Participate in Pre Bid meeting.
2. Review and respond to prospective bidder's questions.
3. Review Contractor's technical qualifications.
4. Providing a recommendation of award.
5. Plan and coordinate a pre-construction meeting (including regulatory agency representatives as needed).
6. Attend a Construction Kickoff Meeting
7. Full time on-site construction inspections
 - The effort is based on the material quantities developed in the PER prepared by JEA in 2016. The assumption is dredging 300 cubic yards per day for a total of 21 days.
 - Inspector(s) will submit weekly reports to the County by the Tuesday following the weekly oversight and inspections.

The weekly reports will document, but are not limited to:

- a. Weather, Personnel, Equipment, etc.
- b. Provide a detailed description of Project phase(s) where the Construction Contractor is actively working.
- c. Provide % Project Progress – Time & Payments.
- d. Provide BMP & Environmental Review.
- e. Report all issues, deficiencies, and areas of concern along with the Corrective Actions taken to resolve deficiencies.
- f. Coordinate Applications for Payment for Submission, Review, and subsequent Reimbursement, Grant Requirements, and Auditing where appropriate.
- g. Ancillary elements that are incidental to the primary services but deemed necessary to complete the Project.
- h. Project closeout.

Deliverable

The County will be supplied with an electronic file of these Construction Reports.

Total for Task 7..... \$45,999.90

FEES

Wood will complete the above Tasks 1 through 6 Scope of Services for a lump sum of **\$46,394.30**. Task 7 will be completed on a Time and Material Basis for a sum of **\$45,999.90**. A supporting spreadsheet with unit costs is attached in support of this budget totaling **\$92,394.20 (Table 2)**.

ASSUMPTIONS

1. This proposal assumes that the County will pay any additional permitting and mitigation fees, as applicable, associated with this project.
2. This proposal assumes Wood will be able to conduct this work in conjunction with the work described in the Keaton Beach Canal dredging project.
3. Wood has obtained the Jones Edmunds Preliminary Engineering Report dated September 2016. Any backup information used to generate this report that the County might have would assist Wood with the project.
4. Wood will assist the County with one public meeting associated with this contract. The County will provide the location and will provide notification to stakeholders about the meeting.
5. The dredge may need to operate close to existing bulkheads, pilings, and other in-water infrastructures. Therefore, a waiver to dredge near any in-water structures may be necessary. The waiver document will be prepared, as necessary, by the County's legal advisors. In addition, dispute procedures for any disputes regarding the contractor's possible failure to dredge acceptably or damage to in-water structures and bulkheads may also be necessary, and as well as a preconstruction structure survey and other services are necessary.

AUTHORIZATION

Please provide a Purchase Order that references this proposal granting Notice to Proceed with the items outlined in the above proposal. If you have any questions concerning this proposal, please feel free to contact us.

We appreciate the opportunity of working with the County on this important project. Please call me should you have any questions.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Charlene Stroehlen, PE
Principal Engineer/PM
Direct Tel: 352-333-2620
E-mail: charlene.stroehlen@woodplc.com



Christine Mehle, PE, CFM
Service Line Lead

CS/CM/jrb
Attachments

Figure 1 – Steinhatchee Boat Ramp Dredge Plan from Jones Edmunds 2016



TABLES

Table 1 - Proposed Analytes for Composite Samples from Sediment Samples (FDEP 1994)

| Substance | Sediment Quality Assessment Guidelines | |
|--|--|-------|
| | TEL | PEL |
| Metals (SQAGs in mg/kg) | | |
| Arsenic | 7.24 | 41.6 |
| Cadmium | 0.676 | 4.21 |
| Chromium | 52.3 | 160 |
| Copper | 18.7 | 108 |
| Lead | 30.2 | 112 |
| Mercury | 0.13 | 0.696 |
| Nickel | 15.9 | 42.8 |
| Silver | 0.733 | 1.77 |
| Zinc | 124 | 271 |
| Polychlorinated Biphenyls (PCBs; SQAGs in µg/kg) | | |
| Total PCBs | 21.6 | 189 |
| Polycyclic Aromatic Hydrocarbons (PAHs; SQAGs in µg/kg) | | |
| Acenaphthene | 6.71 | 88.9 |
| Acenaphthylene | 5.87 | 128 |
| Anthracene | 46.9 | 245 |
| Fluorene | 21.2 | 144 |
| 2-methylnaphthalene | 20.2 | 201 |
| Naphthalene | 34.6 | 391 |
| Phenanthrene | 86.7 | 544 |
| Sum LMW-PAHs | 312 | 1442 |
| Polycyclic Aromatic Hydrocarbons (PAHs; SQAGs in µg/kg) | | |
| Benz(a)anthracene | 74.8 | 693 |
| Benzo(a)pyrene | 88.8 | 763 |
| Chrysene | 108 | 846 |
| Dibenzo(a,h)anthracene | 6.22 | 135 |
| Fluoranthene | 113 | 1494 |
| Pyrene | 153 | 1398 |
| Sum HMW-PAHs | 655 | 6676 |
| Total PAHs | 1684 | 16770 |
| Pesticides (SQAGs in µg/kg) | | |
| Aldrin | ID | ID |
| Alpha chlordane | | NA* |
| Chlordane (technical) | | NA* |
| p,p'-DDD | 1.22 | 7.81 |
| p,p'-DDE | 2.07 | 374 |
| p,p'-DDT | 1.19 | 4.77 |
| Total DDT | 3.89 | 51.7 |
| Dieldrin | 0.715 | 4.3 |
| Endosulfan | ID | ID |
| Endrin | ID | ID |
| Gamma chlordane | | NA* |
| Heptachlor | ID | ID |
| Heptachlor epoxide | ID | ID |
| Lindane (gamma-BHC) | 0.32 | 0.99 |
| Toxaphene | ID | ID |
| Phthalates (SQAGs in µg/kg) | | |
| Bis(2-ethylhexyl)phthalate | 182 | 2647 |

Note: * ID=insufficient data to derive SQAG TEL = toxic effect level PEL = probable effect level

Wood proposes to evaluate the on-site chlordane results based on a calculation of total chlordane which is a mixture containing a variety of compounds. The two most commonly encountered are alpha and gamma chlordane, which have been included in the table above and will be analyzed in the samples proposed for the site. The results will then be compared to the chlordane criteria reported in the 1994 SQAGs (TEL=2.26 ug/kg and PEL=4.79 ug/kg).

Wood Environment & Infrastructure Solutions, Inc.
Taylor County Staithatchee Dredging Project
6/23/2021

| Staithatchee Boat Ramp Basin Dredging | | | | | | | | | | | | | | | |
|---------------------------------------|-------------------|---------------------------------------|--------------------|---|---------------------|---------------------------------------|--------------------|--------------|---------------------|-------------|--------------------|----------------------------|--------------------|---|---------------------|
| Task Description | Rate | 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | |
| | | Conceptual Design and Data Collection | | Hydrographic Survey Data Collection OILANDS | | Sediment Data Collection and Sampling | | Design Plans | | Permitting | | Construction Bid Documents | | Construction Administration/Closeout and Project Closeout (Estimated 21 Construction work days) | |
| | | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount |
| Principal Engineer | \$ 220.00 | 2 | \$ 440.00 | 1 | \$ 220.00 | 1 | \$ 220.00 | 12 | \$ 2,640.00 | 2 | \$ 440.00 | 6 | \$ 1,320.00 | 4 | \$ 880.00 |
| Resident PM | \$ 175.00 | 2 | \$ 350.00 | 2 | \$ 350.00 | 1 | \$ 175.00 | 8 | \$ 1,400.00 | 4 | \$ 700.00 | 10 | \$ 1,750.00 | 5 | \$ 875.00 |
| Senior 2 Project Manager | \$ 150.00 | 2 | \$ 300.00 | 2 | \$ 300.00 | 2 | \$ 300.00 | 13 | \$ 1,950.00 | 5 | \$ 750.00 | 5 | \$ 750.00 | 8 | \$ 1,200.00 |
| Senior 1 Project Manager | \$ 150.00 | 1 | \$ 150.00 | 1 | \$ 150.00 | 1 | \$ 150.00 | 1 | \$ 150.00 | 1 | \$ 150.00 | 1 | \$ 150.00 | 1 | \$ 150.00 |
| Professional Surveyor | \$ 132.00 | 1 | \$ 132.00 | 1 | \$ 132.00 | 1 | \$ 132.00 | 1 | \$ 132.00 | 1 | \$ 132.00 | 1 | \$ 132.00 | 1 | \$ 132.00 |
| Senior 1 GIS Analyst | \$ 135.70 | 1 | \$ 135.70 | 1 | \$ 135.70 | 1 | \$ 135.70 | 1 | \$ 135.70 | 1 | \$ 135.70 | 1 | \$ 135.70 | 1 | \$ 135.70 |
| Senior 1 GIS | \$ 140.00 | 1 | \$ 140.00 | 1 | \$ 140.00 | 1 | \$ 140.00 | 1 | \$ 140.00 | 1 | \$ 140.00 | 1 | \$ 140.00 | 1 | \$ 140.00 |
| Senior 1 Est | \$ 133.70 | 1 | \$ 133.70 | 1 | \$ 133.70 | 1 | \$ 133.70 | 1 | \$ 133.70 | 1 | \$ 133.70 | 1 | \$ 133.70 | 1 | \$ 133.70 |
| Tech Prof 1 Eng | \$ 65.50 | 18 | \$ 1,159.00 | 1 | \$ 65.50 | 8 | \$ 524.00 | 4 | \$ 262.00 | 5 | \$ 327.50 | 8 | \$ 524.00 | 5 | \$ 327.50 |
| Survey Tech | \$ 91.00 | 1 | \$ 91.00 | 24 | \$ 2,184.00 | 1 | \$ 91.00 | 50 | \$ 4,550.00 | 1 | \$ 91.00 | 82 | \$ 7,482.00 | 1 | \$ 91.00 |
| Tech Prof 1 Est | \$ 92.00 | 1 | \$ 92.00 | 1 | \$ 92.00 | 1 | \$ 92.00 | 1 | \$ 92.00 | 1 | \$ 92.00 | 1 | \$ 92.00 | 1 | \$ 92.00 |
| Tech Prof 1 Est | \$ 62.00 | 1 | \$ 62.00 | 1 | \$ 62.00 | 1 | \$ 62.00 | 1 | \$ 62.00 | 1 | \$ 62.00 | 1 | \$ 62.00 | 1 | \$ 62.00 |
| Field Tech 1 | \$ 55.40 | 1 | \$ 55.40 | 1 | \$ 55.40 | 1 | \$ 55.40 | 1 | \$ 55.40 | 1 | \$ 55.40 | 1 | \$ 55.40 | 1 | \$ 55.40 |
| Operation Survey Crew - Bathymetry | \$ 100.00 | 1 | \$ 100.00 | 20 | \$ 2,000.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 |
| 2 Person Survey and Track | \$ 248.00 | 1 | \$ 248.00 | 18 | \$ 4,464.00 | 1 | \$ 248.00 | 1 | \$ 248.00 | 1 | \$ 248.00 | 1 | \$ 248.00 | 1 | \$ 248.00 |
| Subtotal | | 35.0 | \$ 2,294.30 | 70.0 | \$ 10,117.00 | 40.0 | \$ 5,716.00 | 84.0 | \$ 10,328.00 | 56.0 | \$ 6,512.00 | 56.0 | \$ 6,896.00 | 10.0 | \$ 1,640.00 |
| Equipment | | | | | | | | | | | | | | | |
| Job Boat with Trailer | \$ 100.00 per day | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 |
| Vehicle | \$ 100.00 per day | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 | 1 | \$ 100.00 |
| GPS Equipment | \$ 110.00 per day | 1 | \$ 110.00 | 1 | \$ 110.00 | 1 | \$ 110.00 | 1 | \$ 110.00 | 1 | \$ 110.00 | 1 | \$ 110.00 | 1 | \$ 110.00 |
| Proton Tube Sampler | \$ 25 per day | 1 | \$ 25.00 | 1 | \$ 25.00 | 1 | \$ 25.00 | 1 | \$ 25.00 | 1 | \$ 25.00 | 1 | \$ 25.00 | 1 | \$ 25.00 |
| Expenses | \$ 1.00 (others) | 1 | \$ 1.00 | 1 | \$ 1.00 | 1 | \$ 1.00 | 1 | \$ 1.00 | 1 | \$ 1.00 | 1 | \$ 1.00 | 1 | \$ 1.00 |
| Equipment Total | | | | | | | | | | | | | | | |
| TOTAL OTHER DIRECT COSTS | | | | | | | | | | | | | | | |
| Subcontractor NPPS | | | | | | | | | | | | | | | |
| Senior Professional Engineer | \$ 225.00 | | | | | | | | | | | | | | |
| Senior Inspection (Bridge) | \$ 85.00 | | | | | | | | | | | | | | |
| Chief | \$ 40.00 | | | | | | | | | | | | | | |
| NPPS Subtotal | | | | | | | | | | | | | | | |
| Subcontractors (Cost plus 10%) | | | | | | | | | | | | | | | |
| Travel Expenses | 112% | | | | | | | | | | | | | | |
| Other Direct Expenses | | | | | | | | | | | | | | | |
| Task Total | | | \$ 2,294.30 | | \$ 11,617.00 | | \$ 7,775.40 | | \$ 10,128.00 | | \$ 6,943.20 | | \$ 1,894.00 | | \$ 43,994.20 |



Wood Environment & Infrastructure Solutions, Inc.
404 SW 140th Terrace
Newberry, FL 32669
USA
T: 352.332.3318
www.woodplc.com

July 27, 2021

Mr. Kenneth Dudley
Taylor County
108 North Jefferson Street
Perry, FL 32347

Via email: county.engineer@taylorcountygov.com

Subject: Revised Scope of Services – Keaton Beach Dredging and Sediment Disposal Planning
Taylor County Dredging Project
Wood Project No. 600771x01

Dear Mr. Dudley,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide Taylor County (County) with the following Scope of Services to deliver professional dredging engineering services related to the Preliminary Engineering Report (PER) dated September 2016 prepared by Jones Edmunds to improve boat access in 5 coastal communities by dredging approximately 5 miles of canals in Taylor County. This proposal addresses the services required for dredging the canals in the Keaton Beach Community waterways to enable improved access to the Gulf from the Community in Taylor County Florida (**Figure 1**). All work will be completed in accordance with the terms and conditions specified in our Contract for Professional Engineering Services dated May 3, 2021, through September 30, 2025.

PROJECT APPROACH

Wood's project approach is based on the expertise of our team's resources and the practical knowledge our team has gained through our extensive experience with this type of dredging project in Florida. This approach is designed to ensure that the County's project objectives are fully achieved and that the findings and conclusions of the project are useful and applicable to further advance the overarching objective of the County. Our approach to the various tasks that will be required as part of the scope of work for the project is described in the following sections.

Keaton Beach Dredging Project in Taylor County Objectives

The general objectives of this project are to provide professional engineering, biological, environmental, and field survey services to evaluate how to best remove accumulated sediments and to improve boating access within the Keaton Beach Community Waterways in Taylor County, Florida.

The specific objectives of this dredging project, which were established in the Jones Edmunds Canal Dredging Preliminary Engineering Report, as listed below.

Project Objectives, Limits and Tasks

Objective:

- Reestablishing navigation

Limits:

- Service area is based on specific canals
- Proposed depth and template configuration
- A buffer will be recognized around private docks and in-water structures

Tasks:

- Wood will analyse project concept sufficiently to prepare conceptual plan
- Wood will present detailed project specifics
- Data Collection will include relevant Site information, vegetation, and species information, survey & mapping
- Wood will develop criteria for selecting suitable spoil disposal site location and present recommendation of candidate sites
- Wood will Coordinate and administer pre-application meetings with regulatory agencies
- Wood will develop a Conceptual Plan and 60% design plans
- Wood will submit and secure required permitting, authorizations, and/or certifications from relevant Regulatory Agencies for dredging activities and spoil placement
- Wood will prepare Final Plans, Technical Specifications, Opinion of Probable Cost, and Bid Documents suitable for award and contract
- Wood will conduct testing and analysis of spoil material and associated permitting
- Construction oversight

More details of the Tasks are described in the Scope of Work.

SCOPE OF WORK

Prior to commencement of the Work, the County will release all related information that is available; calculation of the volume of material to be removed based on previous hydrographic survey data; raw hydrographic survey data; preliminary designs of the dredging, location, and permitting documents for all Dredge Material Management Area (DMMA); permitting and generation of the engineer's opinion of probable cost estimate.

Wood will complete activities as required for the design, permitting, and construction of the project as described below. These tasks will include data collection including surveying and sediment sampling and analysis, sediment removal, dewatering, hauling, and disposal of the dredged materials, recommendations for the sediment disposal site, permitting, construction drawings, technical specifications; bid and construction services; and project closeout documentation.

TASK 1 – CONCEPTUAL DESIGN AND DATA COLLECTION

Wood requires the release of all County related engineering and permitting files referenced in the Jones Edmunds & Associates, Inc. Canal Dredging Report dated September 2016 to begin our conceptual design work.

Based on these files and the survey conducted under **Task 2**, Wood will develop preliminary design figures for the two major construction components, the dredging template and the DMMA options. Wood will develop a three-dimensional AutoCAD-based digital terrain model of the project area and proposed dredging locations. Wood will use the updated hydrographic survey in the models to develop a dredging template that will describe plan area, cross-sections, and total required dredging volume.

Wood will prepare conceptual design plans for sediment removal, processing, and hauling required for navigational access through the Canals. Sediment processing and handling methods will be outlined, as will anticipated disposal facility location and details.

Wood will discuss the dredging methodology and possible DMMA locations, in applicable detail, in a standard project technical memorandum. Disposal alternatives will also be evaluated, now, as part of the conceptual design process with respect to dredging costs, capacity, permitting considerations, and facilitation of dewatering and disposal of sediments removed from the dredging template. At this phase, this review will be cursory in nature and will be followed up with a more complete assessment during the 60% design phase (**Task 4**) and the development of the construction bid package (**Task 6**).

The dredging template will not differ for either mechanical or hydraulic dredging. Various Dredge Management areas will be identified to dispose of the dredge material depending on the results of the sediment testing and analysis. Multiple dewatering methods (i.e. hydrocyclones, filter presses, geotextile tubes, etc.) will be reviewed based on the sediment analysis performed. Dewatering is considered means and methods of construction, so recommendations will be made, but the selected contractor will finalize the dewatering methods.

Wood's development of preliminary design figures will require at least a half-day site investigation to any area proposed for traditional or non-traditional dewatering techniques. This task includes limited Wood staff time and assumes minimal effort will be required to discuss and document the requirements (including sediment testing) to use each of the listed DMMA facilities.

Deliverable

A conceptual design figure set will be provided digitally in pdf format. A technical memorandum discussing possible DMMA locations will also be provided digitally.

Total for Task 1\$5,304.00

TASK 2 –SURVEY

Hydrographic Survey

Wood will provide a hydrographic survey and dredging volume calculation of the approximately 10,800 linear feet of canals and channels located within the Keaton Beach Community. The hydrographic survey will provide the data for the design of the dredging project and a calculation of required dredging volumes. Utilizing United States Army Corps of Engineers (USACE) publications EM 1110-1-1005 and EM 1110-2-1003 as guidelines, the hydrographic surveyor will provide all equipment and labor resources necessary to research and locate the existing primary control monuments and to acquire hydrographic data within the existing canal and channel

system. The objective of the survey is to document and map accurate existing bathymetry. All survey work will be supervised, signed, and sealed by a Florida Professional Surveyor and Mapper.

Please note that the hydrographic survey data collection will extend from bank to bank of the canals identified in **Figure 1** below. The hydrographic survey vessel outfitted with a single beam fathometer coupled with a Global Navigation Satellite System (GNSS) will be navigated as close to the shoreline or bulkhead/seawall as possible, around any existing docks or structures that protrude into the canal. In those cases where the navigational channel enters open water, the edge of the channel will be located 50 ft. to either side of the channel centerline.

The horizontal project datum will be based on the Lambert Conformal Conic Projection for the North Zone of Florida (0903) and referenced to the North American Datum of 1983, Adjustment of 2011 (NAD83/2011). The vertical project datum will be referenced to the North American Vertical Datum of 1988 (NAVD88) and the survey will provide the relationship between NAVD88 and the mean low water (MLW) MLW Datum. The units of measurement will be U.S. Survey Foot.

Wood will perform hydrographic survey data acquisition along each canal reach. The hydrographic survey vessel will be navigated parallel with each canal centerline, making multiple passes. Each pass will be approximately 25 feet apart and soundings will be measured at 20-25 foot intervals along typical canal reaches. Furthermore, the hydrographic survey will collect additional data acquisition at canal turns, intersections, transitional areas, etc., to better define the existing bathymetry. Wood will prepare AutoCAD based, digital full-size exhibits of the approximately 10,800 linear feet of canals and channels highlighted in **Figure 1**. The exhibits will include aerial photo-based sheets depicting the project areas. The exhibits will provide plan views and cross-sections of existing conditions and the dredging template. Wood will calculate the required dredging volumes to reach a design channel depth -5 feet MLW for each separate channel. Wood will document the required dredging volumes on the exhibits.

Upland Disposal Site Survey

If the selected sediment disposal site is a new project area, Wood will obtain available LiDAR for the site if available. This information will be used in the design of the dewatering and soil placement project area.

Deliverable

Signed and sealed exhibits depicting the results of the survey in plan-view with elevations and contours of the approximately 10,800 linear feet of canals and channels located within Keaton Beach, Taylor County in hard copy (two full-size sets) and in digital format (AutoCAD files on CD/DVD). The CD/DVD will also contain ASCII files containing raw x, y, and z data points.

Total for Task 2\$26,168.40

TASK 3 – SEDIMENT DATA COLLECTION AND SAMPLING

Wood understands that a sediment quality assessment will be required to support disposal options for the dredging event.

For this task, Wood will collect 11 piston tube samples (approximately one sample per 1,000 ft) and we will document, composite, and test each sample (**Figure 1**). Samples will be composited using stainless steel bowls and spoons. Equipment will be decontaminated between samples. Equipment blanks will not be collected. Wood will submit the composite samples to a local environmental laboratory (Advanced Environmental Laboratories, Inc) for analyses. Wood will test the samples for grain-size distribution (per the United Classification System), percent of fine material (passing No. 200 sieve), silt and clay content, water content, Atterberg limits, specific

gravity, and organic content. We will conduct laboratory tests in general accordance with ASTM or other widely accepted standards.

Each composite sample will also be analyzed for the substances identified in the Florida Department of Environmental Protection's (FDEP) Florida Sediment Quality Assessment Guidelines (SQAGs) for Florida's coastal waters including total solids, organochlorine pesticides, polychlorinated biphenyls, volatile organic compounds, semi-volatile organic compounds, and Resource Recovery and Conservation Act (RCRA) 8 metals (**Table 1**). Wood will provide a final summary report of all sediment sampling results.

Detected concentrations in the samples will be compared to Threshold Effect Levels (TELs) and Probable Effect Levels (PELs) developed in the FDEP's SQAGs and included in **Table 1**. Detections or exceedances could warrant additional sampling to determine whether the contaminants may be likely to leach once the material has been dewatered and placed in its final location.

Note that several substances are discussed in the SQAGs but have insufficient data to derive a sediment assessment guideline and therefore will not be included in the proposed analysis. Other analyses will be included because although there are no SQAGs for these substances, they are analyzed and reported with other pesticides listed in **Table 1**.

A technical memorandum that describes our exploration and recommendations will be provided. This technical memorandum will include the following:

1. A brief review of our test procedures and the results of all field and laboratory tests conducted. This will include a plan illustrating the location of each sample, and logs of each sample
2. General, qualitative evaluation of the reusability of the materials to be dredged based on the results of the laboratory testing
3. Recommendations for the steepest dredge area side slope that may be used for the dredging operations, based on sediment stratigraphy
4. Figures and logs showing the sampling locations and sediment stratigraphy with depth
5. Results of all physical and sediment chemical analysis tests performed

Please note sediment testing requirements are not just the purview of the regulatory agencies. In fact, the receiving organization may have much stricter sediment testing requirements.

Deliverable

For this task, Wood will create a technical memorandum discussing the testing and sampling. The County will be supplied with the electronic files.

Total for Task 3\$18,514.75

TASK 4 -60% DESIGN PLANS

1. Wood will complete one (1) combined site visit and project review meeting. The dredge locations containment-dewatering areas, piping, sediment processing equipment, and staging areas will be reviewed during the site visit. Wood will inspect proposed locations; identify any problems and special design concerns, and potential alternative locations. The project review meeting will be conducted to evaluate the proposed project design, methods, and canals recontouring to be included in the design and permitting packages.
2. Wood will address comments of the Conceptual Design Plans from the County. The Conceptual Plans will be used during the permitting pre-application meetings.
3. Upon County approval of conceptual design plans, Wood will prepare 60% design plans and an opinion

of probable project construction costs. The 60% design plans will address sediment removal dewatering and placement efforts. The 60% plans will also include the location of utilities if any are located within the project area such as overhead electric lines, underground sewer and water, and communication lines. Once approved by the County, 60% design plans will be submitted, along with required permit application documents for approval.

4. Upon submittal of 60% design plans to the County, Wood will attend a public meeting to obtain additional input from the community. Wood assumes the County will provide a meeting place. The meeting will be to present the 60% plans.

Deliverable

For this task, Wood will submit electronic copies of the 60% Design Plans. The County will be supplied with the electronic files.

Total for Task 4\$17,673.40

TASK 5 – PERMITTING

It is anticipated that state and federal permits will be required for the project. This process will be confirmed during the pre-application meeting with US Army Corps of Engineers (USACE) and Florida Department of Environmental Protection (FDEP).

Wood will perform the following services under this task:

1. Coordinate and hold pre-application permitting meeting(s) with FDEP and USACE using the Conceptual Design Plans.
2. Coordination with the FDEP to determine whether beneficial reuse of the sediment is allowed.
3. Wood will conduct a preliminary ecological assessment of the dredge project area, including proposed disposal location. This assessment will include identification of wetlands, and potential use of the project area by threatened and endangered species.
4. Wood will prepare an ecological assessment report outlining potential impacts to wetlands and threatened and endangered species, as well as recommended protection measures.
5. Wood will complete and submit the Environmental Resource Permit (ERP) application for FDEP; and a Clean Water Act Section 404 permit application to USACE, using the 60% design plan.
6. Permit Applications will include:
 - a. 60% Construction Plans
 - b. Dredge Plan (Construction Methods)
 - c. Erosion and Sediment Control Plans
 - d. Ecological Assessment Report
7. Wood will respond to one (1) Request for Additional Information (RAI) for each permit application.

Assumptions

- Wood has included \$250 for Permit Application fee.
- Archeological assessments are only anticipated for unpermitted DMMA's. Wood will write a letter to DHR to ascertain the locations of any historic sites and work around those areas.
- The ecological assessment includes a preliminary investigation for the presence of protected species and resources. If species-specific surveys or benthic resource surveys are required by permitting agencies, Wood can provide a separate cost proposal for these services.

Deliverable

Wood will provide electronic copies of the permit application packages.

Total for Task 5\$8,841.60

TASK 6 –CONSTRUCTION BID DOCUMENTS

1. Upon County approval and receipt of comments on 60% design plans and comments from the regulatory agencies, Wood will complete 100% (final) design plans, technical specifications, and engineer's probable cost estimates for construction.
2. The final design will include the proposed dredging template and the location of the selected DMMA.
3. Complete construction and dredging technical specifications, figures, and location maps needed to successfully bid the project.
4. Wood will develop a factsheet that outlines the dredging project and the preliminary schedule for the dredging event.
5. The County will advertise the bid and meeting notices.
6. The final package will include assumptions about the use of the selected DMMA site as the primary location for bidding purposes. However, bidders will be able to propose alternative permissible offloading and disposal locations as well:

Deliverable

The County will be supplied with an electronic file of these Construction Bid Documents.

Total for Task 6\$8,632.00

Task 7 Construction administration/observation and project closeout tasks include:

1. Participate in Pre Bid meeting.
2. Review and respond to prospective bidder's questions.
3. Review Contractor's technical qualifications.
4. Providing a recommendation of award.
5. Plan and coordinate a pre-construction meeting (including regulatory agency representatives as needed).
6. Attend a Construction Kickoff Meeting
7. Full time on-site construction inspections
 - The effort is based on the material quantities developed in the PER prepared by JEA in 2016. The assumption is dredging 150 cubic yards per day.
 - Inspector(s) will submit weekly reports to the County by the Tuesday following the weekly oversight and inspections.

The weekly reports will document, but are not limited to:

- a. Weather, Personnel, Equipment, etc.
- b. Provide a detailed description of Project phase(s) where the Construction Contractor is actively working.
- c. Provide % Project Progress – Time & Payments.
- d. Provide BMP & Environmental Review.
- e. Report all issues, deficiencies, and areas of concern along with the Corrective Actions taken to resolve deficiencies.
- f. Coordinate Applications for Payment for Submission, Review, and subsequent Reimbursement, Grant Requirements, and Auditing where appropriate.

- g. Ancillary elements that are incidental to the primary services but deemed necessary to complete the Project.
- h. Project closeout.

Deliverable

The County will be supplied with an electronic file of the Construction Reports.

Total for Task 7..... \$311,342.75

FEES

Wood will complete Tasks 1 through 6, the Engineering and Design Scope of Services, for a lump sum of **\$85,134.15**. Wood will complete Task 7, the Construction Administration and Observation Scope of Services, on a Time and Material basis for **\$311,342.75**, for a total of **\$396,476.90**. A supporting spreadsheet with unit costs is attached in support of this budget (Table 2).

ASSUMPTIONS

1. This proposal assumes that the County will pay any additional permitting and mitigation fees, as applicable, associated with this project.
2. Wood has obtained the Jones Edmunds Preliminary Engineering Report dated September 2016. Any backup information used to generate this report that the County might have would assist Wood with the project.
3. Wood will assist the County with one public meeting associated with this contract. The County will provide the location and will provide notification to stakeholders about the meeting.
4. The dredge may need to operate close to existing bulkheads, pilings, and other in-water infrastructures. Therefore a homeowner waiver to dredge near any in-water structures may be necessary. The homeowner waiver document will be prepared, as necessary, by the County's legal advisors. In addition, homeowner dispute procedures for any disputes regarding the contractor's possible failure to dredge acceptably or damage to in-water structures and bulkheads may also be necessary, and as well as a preconstruction structure survey and other services are necessary.

AUTHORIZATION

Please provide a Purchase Order that references this proposal granting Notice to Proceed with the items outlined in the above proposal. If you have any questions concerning this proposal, please feel free to contact us.

We appreciate the opportunity of working with the County on this important project. Please call me should you have any questions.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

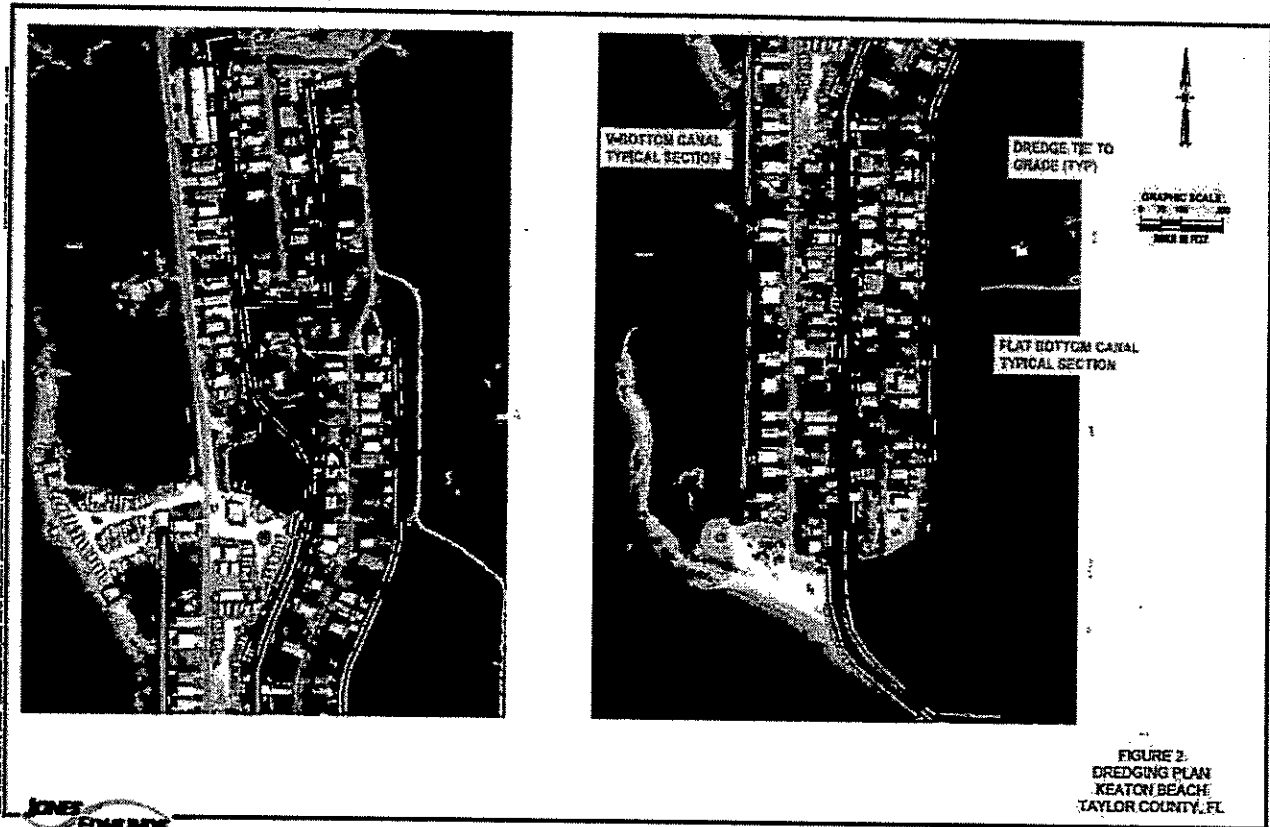


Charlene Stroehlen, PE
Principal Engineer/PM
Direct Tel: 352-333-2620
E-mail: charlene.stroehlen@woodplc.com



Christine Mehle, PE, CFM
Service Line Lead

Figure 1 - Keaton Beach Dredge Plan from Jones Edmunds 2016



TABLES

Table 1 - Proposed Analytes for Composite Samples from Sediment Samples (FDEP 1994)

| Substance | Sediment Quality Assessment Guidelines | |
|--|--|-------|
| | TEL | PEL |
| Metals (SQAGs in mg/kg) | | |
| Arsenic | 7.24 | 41.6 |
| Cadmium | 0.676 | 4.21 |
| Chromium | 52.3 | 160 |
| Copper | 18.7 | 108 |
| Lead | 30.2 | 112 |
| Mercury | 0.13 | 0.696 |
| Nickel | 15.9 | 42.8 |
| Silver | 0.733 | 1.77 |
| Zinc | 124 | 271 |
| Polychlorinated Biphenyls (PCBs; SQAGs in µg/kg) | | |
| Total PCBs | 21.6 | 189 |
| Polycyclic Aromatic Hydrocarbons (PAHs; SQAGs in µg/kg) | | |
| Acenaphthene | 6.71 | 88.9 |
| Acenaphthylene | 5.87 | 128 |
| Anthracene | 46.9 | 245 |
| Fluorene | 21.2 | 144 |
| 2-methylnaphthalene | 20.2 | 201 |
| Naphthalene | 34.6 | 391 |
| Phenanthrene | 86.7 | 544 |
| Sum LMW-PAHs | 312 | 1442 |
| Polycyclic Aromatic Hydrocarbons (PAHs; SQAGs in µg/kg) | | |
| Benz(a)anthracene | 74.8 | 693 |
| Benzo(a)pyrene | 88.8 | 763 |
| Chrysene | 108 | 846 |
| Dibenzo(a,h)anthracene | 6.22 | 135 |
| Fluoranthene | 113 | 1494 |
| Pyrene | 153 | 1398 |
| Sum HMW-PAHs | 655 | 6676 |
| Total PAHs | 1684 | 16770 |
| Pesticides (SQAGs in µg/kg) | | |
| Aldrin | ID | ID |
| Alpha chlordane | | NA* |
| Chlordane (technical) | | NA* |
| p,p'-DDD | 1.22 | 7.81 |
| p,p'-DDE | 2.07 | 374 |
| p,p'-DDT | 1.19 | 4.77 |
| Total DDT | 3.89 | 51.7 |
| Dieldrin | 0.715 | 4.3 |
| Endosulfan | ID | ID |
| Endrin | ID | ID |
| Gamma chlordane | | NA* |
| Heptachlor | ID | ID |
| Heptachlor epoxide | ID | ID |
| Lindane (gamma-BHC) | 0.32 | 0.99 |
| Toxaphene | ID | ID |
| Phthalates (SQAGs in µg/kg) | | |
| Bis(2-ethylhexyl)phthalate | 182 | 2647 |

Note: * ID=insufficient data to derive SQAG TEL = toxic effect level PEL = probable effect level

Wood proposes to evaluate the on-site chlordane results based on a calculation of total chlordane which is a mixture containing a variety of compounds. The two most commonly encountered are alpha and gamma chlordane, which have been included in the table above and will be analyzed in the samples proposed for the site. The results will then be compared to the chlordane criteria reported in the 1994 SQAGs (TEL=2.26 ug/kg and PEL=4.79 ug/kg).

| Taylor County Keston Beach Dredging Project | | | | | | | | | | | | | | | | | | |
|---|-------------------|---------------------------------------|--------|--|--------|---------------------------------------|--------|------------------|--------|--------------|--------|----------------------------|--------|---|--------|--------------|-----|--------------|
| 7/27/2021 | | | | | | | | | | | | | | | | | | |
| Wood Environment & Infrastructure Solutions, Inc. | | | | | | | | | | | | | | | | | | |
| Table 2 - Keston Beach Casing Spreadsheet | | | | | | | | | | | | | | | | | | |
| Keston Beach Canal Dredging | | | | | | | | | | | | | | | | | | |
| Task Description | Rate | 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | -TOTAL | | |
| | | Conceptual Design and Data Collection | | Hydrographic Survey Data Collection OHLAND | | Sediment Data Collection and Sampling | | 80% Design Plans | | Permitting | | Construction Bid Documents | | Constructive Administration/Observation and Project Closeout (ZID Dredging Days)* | | | | |
| | | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | Hrs | Amount | LABOR | | |
| Principal Engineer | \$ 220.00 | Sturtevant | 4 | \$ 880.00 | 2 | \$ 440.00 | 5 | - | 8 | \$ 1,760.00 | 6 | \$ 1,320.00 | 8 | \$ 1,760.00 | 24 | \$ 5,280.00 | 52 | \$ 11,440.00 |
| Associate PM | \$ 175.00 | Conring | 8 | \$ 1,400.00 | 8 | \$ 1,400.00 | 5 | - | 5 | - | 4 | \$ 700.00 | 5 | - | 2 | \$ 350.00 | 32 | \$ 5,600.00 |
| Senior 2 Project Manager | \$ 280.00 | Lumbard/Davies | 4 | \$ 1,120.00 | 5 | - | 4 | \$ 1,120.00 | 30 | \$ 8,400.00 | 8 | \$ 2,240.00 | 15 | \$ 4,200.00 | 60 | \$ 16,800.00 | 123 | \$ 34,560.00 |
| Senior 1 Project Manager | \$ 350.00 | | 5 | - | 18 | \$ 6,300.00 | 6 | \$ 2,100.00 | 5 | - | 5 | - | 5 | - | 5 | - | 8 | \$ 2,800.00 |
| Professional Surveyor | \$ 150.00 | | 5 | - | 18 | \$ 2,700.00 | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 8 | \$ 1,200.00 |
| Senior 2 Sci | \$ 130.00 | McMorrow/Lagan | 5 | - | 5 | - | 5 | - | 5 | - | 20 | \$ 2,600.00 | 5 | - | 5 | - | 26 | \$ 3,380.00 |
| Senior 1 Sci | \$ 125.00 | Baird | 5 | - | 5 | - | 16 | \$ 2,000.00 | 12 | \$ 1,500.00 | 5 | - | 8 | \$ 1,000.00 | 5 | - | 58 | \$ 7,250.00 |
| Tech Prof 1 Eng | \$ 85.00 | Shah/Saika | 24 | \$ 2,040.00 | 5 | - | 5 | - | 110 | \$ 9,350.00 | 5 | - | 5 | - | 5 | - | 129 | \$ 10,965.00 |
| Survey Tech | \$ 92.00 | | 5 | - | 48 | \$ 4,416.00 | 5 | - | 5 | - | 5 | - | 40 | \$ 3,680.00 | 5 | - | 124 | \$ 11,376.00 |
| Tech Prof 3 Sci | \$ 92.00 | Ol/Shandian | 5 | - | 5 | - | 24 | \$ 2,208.00 | 5 | - | 5 | - | 5 | - | 5 | - | 48 | \$ 4,416.00 |
| Tech Prof 2 Sci | \$ 82.00 | Panico/Manavetti | 8 | \$ 656.00 | 5 | - | 5 | \$ 410.00 | 5 | - | 20 | \$ 1,640.00 | 5 | - | 5 | - | 26 | \$ 2,132.00 |
| Field Tech 1 | \$ 53.40 | Dein | 5 | - | 5 | - | 24 | \$ 1,281.60 | 5 | - | 5 | - | 5 | - | 5 | - | 43 | \$ 2,296.20 |
| 2-Person Survey Crew - Bathymetry | \$ 200.00 | | 5 | - | 55 | \$ 11,000.00 | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 55 | \$ 11,000.00 |
| 2-Person Survey and Truck | \$ 146.00 | | 5 | - | 25 | \$ 3,650.00 | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 25 | \$ 3,650.00 |
| 4-Person Survey and Subsurface Utility L | \$ 252.00 | | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 0 | \$ 0.00 |
| | | | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 0 | \$ 0.00 |
| Labor Total | | | 48.0 | \$ 5,304.00 | 154.0 | \$ 23,348.40 | 79.0 | \$ 7,888.00 | 180.0 | \$ 17,475.40 | 88.0 | \$ 8,912.00 | 71.0 | \$ 6,832.00 | 84.0 | \$ 1,938.00 | 662 | \$ 85,375.40 |
| Equipment | | | 5 | \$ 1,760.00 | 5 | \$ 7,789.47 | 5 | \$ 2,496.00 | 5 | \$ 2,224.47 | 5 | \$ 2,793.87 | 5 | \$ 2,877.33 | 5 | \$ 4,378.00 | 5 | \$ 23,215.14 |
| Jon Boat with Trailer | \$ 100.00 per day | | 5 | - | 5 | - | 2 | \$ 200.00 | 5 | - | 5 | - | 5 | - | 5 | - | 2 | \$ 200.00 |
| Vehicle | \$ 100.00 per day | | 5 | - | 5 | - | 2 | \$ 200.00 | 5 | - | 5 | - | 5 | - | 5 | - | 2 | \$ 200.00 |
| GPS Equipment | \$ 110.00 per day | \$375/wk | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 13 | \$ 1,430.00 |
| Piston Tube Sampler | \$ 25 per day | \$100/wk | 5 | - | 5 | - | 2 | \$ 50.00 | 5 | - | 5 | - | 5 | - | 5 | - | 2 | \$ 50.00 |
| Expenses | \$ 1.00 dollars | | 5 | - | 5 | - | 200 | \$ 200.00 | 5 | - | 250 | \$ 250.00 | 5 | - | 5 | - | 430 | \$ 430.00 |
| Equipment Total | | | 5 | - | 5 | - | 5 | \$ 650.00 | 5 | \$ 200.00 | 5 | \$ 480.00 | 5 | - | 5 | \$ 600.00 | 5 | \$ 1,910.00 |
| TOTAL OTHER DIRECT COSTS | | | | | | | | | | | | | | | | | | |
| Subcontractor HPPS | | | | | | | | | | | | | | | | | | |
| Senior Professional Engineer | \$ 225.00 | | | | | | | | | | | | | | | | | |
| Senior Inspection (Bridges) | \$ 95.00 | | | | | | | | | | | | | | | | | |
| Clerical | \$ 55.00 | | | | | | | | | | | | | | | | | |
| HPPS Subtotal | | | | | | | | | | | | | | | | | | |
| Subcontractors (Cost plus 10%) | | | | | | | | | | | | | | | | | | |
| Travel Expenses | | | | | | | | | | | | | | | | | | |
| Other Direct Expenses | | | | | | | | | | | | | | | | | | |
| Task Total | | | 5 | \$ 5,304.00 | 154 | \$ 24,168.40 | 79 | \$ 18,514.75 | 180 | \$ 17,875.40 | 88 | \$ 8,942.00 | 71 | \$ 8,832.00 | 84 | \$ 21,342.75 | 5 | \$ 38,675.80 |