SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

MONDAY, OCTOBER 2, 2023 6:00 P.M.

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

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

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

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

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

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED RECORD OF A 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. THE APPROVAL OF MINUTES OF 9/4/23,9/12/23 AND 9/19/23.

•,

- 5. EXAMINATION AND APPROVAL OF INVOICES.
- 6. THE BOARD TO CONSIDER APPROVAL OF TRANSFER FROM GENERAL FUND RESERVE FOR CONTINGENCY AND INVOICE PAYMENT FOR FINAL INVOICE REGARDING TAYLOR COUNTY VS. STEINHATCHEE LANDING/ FILE NO. 16701-GTR., AS AGENDAED BY DANNIELLE WELCH, FINANCE DIRECTOR.
- 7. THE BOARD TO CONSIDER APPROVAL OF STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS FOR 2020/2021 AND 2021/2022, ANNUAL REPORT, AND LOCAL HOUSING INCENTIVES CERTIFICATION, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
- 8. THE BOARD TO CONSIDER APPROVAL OF SHPO/THPO REQUEST FOR COMMENT LETTERS REQUIRED BY DEO FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROJECTS, AS AGENDAED BY THE GRANTS COORDINATOR.
- 9. THE BOARD TO CONSIDER APPROVAL OF BUDGET RELEASE AGREEMENT FOR TAYLOR COUNTY MARINE AND NATURAL RESOURCES EXTENSION AGENT POSITION FOR VICTOR BLANCO AND TO APPROVE FUNDS FOR THIS POSITION FOR THE 2023-2024 BUDGET YEAR, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT BETWEEN THE COUNTY AND NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
- 11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ACCEPT FLORIDA FIREFIGHTER ASSISTANCE GRANT AWARD, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

- 12. THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT NO. P00024 WITH THE VETERAN'S ADMINISTRATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) MOU ELECTION FORM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON FEMA LICENSE/USE AGREEMENT FOR THE USE OF STEINHATCHEE COMMUNITY CENTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

15. RHODA MOERHING TO DISCUSS PROPERTY PURCHASE.

GENERAL BUSINESS:

- 16. THE BOARD TO AUTHORIZE CHAIRPERSON AND COUNTY ATTORNEY TO NEGOTIATE CONTRACT RENEWAL WITH COUNTY ADMINISTRATOR, AS AGENDAED BY THE GARY KNOWLES, CLERK.
- 17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AFFIRM CONTINUED PURSUIT OF THE GRANGER BRIDGE REPLACEMENT PROJECT PURSUANT TO THE PREVIOUSLY APPROVED FLORIDA DEPARTMENT OF TRANSPORTATION FEDERALLY FUNDED LOCAL AGENCY PROGRAM AGREEMENT, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY STAFF ITEMS:

- 18. THE BOARD TO CONSIDER APPROVAL OF THE PROPOSED ALLSTATE CHANGE ORDER FOR THE TAYLOR COUNTY JAIL REHAB AND HOUSING ADDITION DESIGN/BUILD PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 19. THE BOARD TO CONSIDER APPROVAL OF GRANT PRE-APPLICATION AND REQUIRED SUPPORT DOCUMENTS TO THE FEDERAL AVIATION ADMINISTRATION (FAA)REQUESTING FUNDING ASSISTANCE FOR THE APRON LIGHTING PROJECT (CONSTRUCTION PHASE) AT PERRY FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS WRITER.

20. THE BOARD TO CONSIDER APPROVAL OF GRANT PRE-APPLICATION PACKAGE TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING ASSISTANCE FOR THE TAXIWAY CONSTRUCTION-REALIGNMENT PROJECT, PHASE 1 AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

n 1

- 21. THE BOARD TO CONSIDER AGREEMENT WITH SBA FOR LONG TERM FEMA TRAILER STORAGE AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 22. THE BOARD TO CONSIDER APPROVAL FOR REQUEST FOR DEBRIS REMOVAL WITHIN PUBLIC CEMETERIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 24. <u>COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED</u> ITEMS:
- 25. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

• THE AGENDA AND ASSOCIATED DOCUMENTATION, <u>IF APPLICABLE</u>, 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.

| ΤΑΥΙΟ | R COUNTY BOARD OF COMMISSIONERS | |
|-------------------------|---|--|
| IAILO | County Commission Agenda Item | |
| | Insfer from General Fund Reserve for Contingency and Invoice yment to Davis, Schnitker, Reeves & Browning, P.A. | |
| MEETING DATE REQU | ESTED: 10/02/2023 | |
| Statement of Issue: | 2022/2023 The Board to consider approval of transfer from General Fund Reserve for Contingency and invoice payment for final invoice regarding Taylor County vs. Steinhatchee Landing / File No. 16701-GTR. | |
| Recommended Action: | approval of transfer and payment of invoice | |
| Fiscal Impact: | \$4,671.00 | |
| Budgeted Expense: | NO | |
| Submitted By: | Dannielle Welch, County Finance Director | |
| Contact: | 850-838-3506, ext 122 dwelch@taylorclerk.com | |
| SUP | PLEMENTAL MATERIAL / ISSUE ANALYSIS | |
| History, Facts & Issues | s: n/a | |
| Options: | approve transfer and payment of invoice | |
| Attachments: | invoice from Tom Reeves | |

Davis, Schnitker, Reeves & Browning P.A.

Post Office Drawer 652 Madison, FL 32341 850-973-4186

Fax No. 850-973-8564 FID#59-2207374

Invoice submitted to:

Board of County Commissioners of Taylory County, Florida 201 E. Green Street Perry, FL 32347

September 25, 2023

RECEIVED

SEP 27 2023

CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA

In Reference To:Taylor County vs. Steinhatchee Landings OUR FILE NO. 16701-GTR

Professional Services

| | | Hrs/Rate | Amount | |
|---------------|--|-------------------|--------|--|
| 6/8/2022 GTR | Telephone conference with Conrad Bishop about representing Taylor County in case | 0.30 250.00/hr | 75.00 | |
| GTR | Review documents and research | 0.75 250.00/hr | 187.50 | |
| 6/10/2022 GTR | Telephone conference with Mr. Thomas | 0.25 250.00/hr | 62.50 | |
| GTR | Prepare proposed scheduling order and email to other side | 0.30 250.00/hr | 75.00 | |
| GTR | Research into whether approving or not approving an ordinance granting a tax exemption is a Quasi Judicial Act | 2.25 250.00/hr | 562.50 | |
| 6/17/2022 GTR | Prepare email to other side about proposed scheduling order | 0.25 250.00/hr | 62.50 | |
| 6/21/2022 GTR | Send email to other side confirming proposed revisions to agreed order | 0.50 250.00/hr | 125.00 | |
| 6/22/2022 GTR | Review email to judge from other side with agreed order and send email to judge confirming same | 0.25 250.00/hr | 62.50 | |
| 8/5/2022 GTR | Review pre-trial order and prepare email to Scott Thomas | 0.25 | 62.50 | |
| | | 250.00/hr | | |
| 8/12/2022 GTR | Telephone conference with Conrad Bishop | 0.25 250.00/hr | 62.50 | |
| 8/14/2022 GTR | Prepare email to Scott Thomas about scheduling | 0.25 250.00/hr | 62.50 | |

Please Make Checks Payable to: Davis, Schnitker, Reeves & Browning, P.A. Invoice Due and Payable Upon Receipt.

| Nices | | |
|-------|--|--|

Board of County Commissioners of Taylory County, Florida

| | - | Hrs/Rate | Amount | |
|----------------|---|---------------------------|----------|--|
| 8/15/2022 GTR | Call to Scott Thomas | 0.25 250.00/hr | 62.50 | |
| 8/17/2022 GTR | Telephone conference with Conrad Bishop and Kenneth Dudley | 0.30 250.00/hr | 75.00 | |
| 9/8/2022 GTR | Prepare proposed amended scheduling order and email to other side | 0.75 250.00/hr | 187.50 | |
| 9/13/2022 GTR | Prepare and file Notice of Case Management Conference EIVE | 0.25 250.00/hr | 62.50 | |
| 9/15/2022 GTR | Respond to email from J.A. SEP 2.7 2023 | 0.25 250.00/hr | 62.50 | |
| 10/13/2022 GTR | Review email from Scott Thomas. Review proposed amended NOWLES scheduling order and re-send to Scott Thomas with email to cancel COURT case management conference | 0.30 T 250.00/hr DA | 75.00 | |
| GTR | Prepare Notice of Cancellation of Case Management Conference and prepare email to judge with explanation | 0.30 250.00/hr | 75.00 | |
| 12/3/2022 GTR | Review Amended Petition and Appendix and Research | 4.25 250.00/hr | 1,062.50 | |
| 12/4/2022 GTR | Research, review petition and appendix and prepare response to petition and prepare emails to clients | 5.25 250.00/hr | 1,312.50 | |
| 12/6/2022 GTR | Prepare Motion for Extension of Time and proposed order granting motion and email to opposing counsel to see if they object | 0.75 250.00/hr | 187.50 | |
| 1/5/2023 GTR | Research and prepare response to petition | 3.75 250.00/hr | 937.50 | |
| 1/6/2023 GTR | Research and prepare of response to petition | 6.25 250.00/hr | 1,562.50 | |
| 1/8/2023 GTR | Research and prepare response to petition and email to client for review prior to filing. prepare request for oral argument | 7.75 250.00/hr | 1,937.50 | |
| 1/13/2023 GTR | Research and prepare response to Petition for Writ of Certiorari | 0.75 250.00/hr | 187.50 | |
| 1/14/2023 GTR | Research and prepare response to Petition for Writ of Certiorari | 5.75 250.00/hr | 1,437.50 | |
| 1/15/2023 GTR | Research and prepare response to Petition for Writ of Certiorari | 2.50 250.00/hr | 625.00 | |
| 1/16/2023 GTR | Research and prepare response to Petition for Writ of Certiorari and Request for Oral Argument and file | 6.25 250.00/hr | 1,562.50 | |
| | | | | |

| Board of County Co | ommissioners of Taylory County, Florida | | Page 3 |
|------------------------------------|---|-------------------|-------------------------------|
| | - | Hrs/Rate | Amount |
| 2/28/2023 GTR | Telephone conference with Scott Thomas. Prepare email to client about request from other side for a punch list of what needs to be done to get permanent certificate of occupancy | 0.50 250.00/hr | 125.00 |
| 5/18/2023 GTR | Review email from opposing counsel. Forward to County Manager. Review response and forward to opposing counsel. | 0.50 250.00/hr | 125.00 |
| 6/7/2023 GTR | Telephone conference with Scott Thomas and prepare email to County Manager and County Attorney | 0.75 250.00/hr | 187.50 |
| GTR | Review filings, update case law and prepare for oral argument | 2.25 250.00/hr | 562.50 |
| GTR | Telephone conference with Scott Thomas and prepare email to County Manager and County Attorney | 0.75 250.00/hr | 187.50 |
| GTR | Review filings, update case law and prepare for oral argument | 2.25 250.00/hr | 562.50 |
| 6/8/2023 GTR | Prepare for and attend oral argument RECEIVE | 3.75 250.00/hr | 937.50 |
| 6/26/2023 GTR | Read and respond to email from opposing counsel SEP 2 7 2023 | 0.25 250.00/hr | 62.50 |
| 7/6/2023 GTR | Prepare proposed order GARY KNOWLES CLERK CIRCUIT COURT | 1.75 250.00/hr | 437.50 |
| 7/10/2023 GTR | Revise and prepare proposed order | 2.25 250.00/hr | 562.50 |
| 8/14/2023 GTR | Review Court opinion and calculate times for rehearing and appeal. | 0.50 250.00/hr | 125.00 |
| 9/25/2023 GTR | Review Circuit Court docket and docket at First DCA and prepare close out email. | 0.50 250.00/hr | 125.00 |
| For | professional services rendered | 67.25 | \$16,812.50 |
| Additio | onal Charges : | | |
| 3/1/2023 WEST | LAW (Computerized Research Service) | | 671.00 |
| Tot | al costs | | \$671.00 |
| Tot | al amount of this bill | | \$17,483.50 |
| 7/14/2022 Payme 3/27/2023 Payme | nt - Thank You. Check No. 67907 nt - Thank You. Check No. 69334 | | (\$1,212.50) (\$11,600.00) |

Board of County Commissioners of Taylory County, Florida

Total payments and adjustments

Balance due

.

Amount

(\$12,812.50)

\$4,671.00

RECEIVED

SEP 27 2023

GARY KNOWLES CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA

| TAY | LOR COUNTY BOARD OF COMMISSIONERS |
|----------------------|--|
| | County Commission Agenda Item |
| SUBJECT/TITLE: | Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports for 2020/2021 and 2021/2022 and the Annual Report and Local Housing Incentives Certification. |
| MEETING DATE RE | QUESTED: October 2, 2023 |
| Statement of Issue: | Board to approve the SHIP Annual Reports and the Annual Report and Local Housing Incentives Certification. |
| Recommended Act | ion: Approve the SHIP Annual Reports and Certification. |
| Fiscal Impact: | The Annual Reports and Certification are a requirement to be eligible for SHIP funding. |
| Submitted By: | Jami Evans, Grants Coordinator |
| Contact: | Jami Evans or Melody Cox |
| <u>s</u> | SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts & Iss | sues: The County is required to submit Annual Reports, and Certifications on all open SHIP grants. The County did not receive SHIP grant funds for FY21 but is still required to submit an annual report to close that year out. The SHIP Program provides assistance to qualified homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. |

N

Attachments: SHIP Annual Reports for 2020/2021 and 2021/2022 and the Annual Report and Local Housing Incentives Certification.

State Housing Initiatives Partnership (SHIP) Program Annual Report and Local Housing Incentives Certification

| On Beh | alf of | Taylor | County | | (Local Government) | , I hereby certify that: |
|---------|----------------------------|---|--------------|---------------|--|------------------------------|
| 1. | The Ar | nnual Report informa | tion submit | ted electro | nically to Florida Housing | Finance Corporation is true |
| | and ac | curate for the closed | out year | 2020/2021 | and interim years | 2021/2022 |
| 2. | | al housing incentive s of being implemen | | | tive plan have been imple imum: | emented or are in the |
| | | expedited to a grea | ter degree t | han other p | | |
| | D. | | • | | ocal policies, ordinances, g prior to their adoption. | regulations, and plan |
| 3. | The cu be \$ <u>0.(</u> | | wly construc | ted housing | g per housing unit, from t | hese actions is estimated to |
| 4. | The cur \$ <u>0.00</u> | | abilitated h | ousing per | nousing unit, from these a | actions is estimated to be |
| Staff M | ember r | esponsible for subm | itting annua | l report to I | HFC: LaWanda Pembert | on, County Administrator |
| Witn | ess Signa | ature | | Date | Chief Elected Official | or Designee Signature Date |
| | | | | | Jamie English, Chairr | nan |
| Witn | ess Print | ed Name | | | Chief Elected Official | or Designee Printed Name |
| Witne | ess Signa | ature | | Date | | |
| Witne | ess Print | ed Name | | | | |
| or | | | | | ATTEST (Seal) | |
| Signa | ture | | | Date | | |

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Title: SHIP Annual Report

Taylor County FY 2020/2021 Closeout

| F | 0 | r | n | 1 | 1 | |
|---|---|---|---|---|---|--|
| | | | | | | |

| meownership | | PARTICIPATION OF THE PARTICIPATION | | | | |
|--|--------------------|------------------------------------|----------------------|---------|------------------------|----------------------|
| ode Strategy | Expended Amount | Units | Encumbered Amount | Units | Unencumberer Amount | i Un |
| Demolition / Reconstruction | \$26,152.83 | 1 | | | | |
| Homeownership Totals: | \$26,152.83 | 1 | | | | |
| ntals | | | | | | |
| de Strategy | Expended Amount | Units | Encumbered Amount | Units | Unencumbered Amount | i Un |
| Rental Totals: | HINGEIN | WING | Amount | - ones | Amedia | 100 |
| Subtotals: | \$26,152.83 | 4 | | | | |
| Subtotals. | φ20,152.05 | 1 | | | | |
| itional Use of Funds | | han a shahaharan | | | | |
| Use | Expended | L. | | | | |
| Administrative | | | | | | |
| Homeownership Counseling | | | | | | |
| Admin From Program Income | | | | | | |
| Admin From Disaster Funds | | | | | | |
| | | | | | | |
| s: \$2 | 26,152.83 | 1 | \$.00 | | \$.00 | |
| Devenue (Actual and/or Ar | tial and a d fa | | | | | anga ta Nga arik san |
| I Revenue (Actual and/or An Source of Funds | Amoun | | a Ship Trust r | una | | |
| State Annual Distribution | Filloun | \$.00 | | | | |
| Program Income (Interest) | ¢ | 15.93 | | | | |
| | | | | | | |
| Program Income (Payments) | \$26,1 | | | | | |
| Recaptured Funds | | \$.00 | | | | |
| Disaster Funds | | | | | | |
| Other Funds | | | | | | |
| Carryover funds from previous year | \$8,1 | 57.45 | * Carry Forward | to Next | Year: \$8.173.38 | |
| Tota | al: \$34,3 | 26.21 | | | amount will only be | |
| | | | | | and all expended, | accur |

Form 2

Rental Unit Information

| Description | Eff. | 1 Bed | 2 Bed | 3 Bed | 4 Bed | | | |
|-------------|-------|-------|-------|-------|-------|--|--|--|
| ELI | 322 | 378 | 549 | 705 | 803 | | | |
| VLI | 485 | 520 | 623 | 720 | 803 | | | |
| LOW | 776 | 831 | 997 | 1,151 | 1,285 | | | |
| MOD | 1,164 | 1,248 | 1,497 | 1,729 | 1,929 | | | |
| Up to 140% | 1,358 | 1,456 | 1,746 | 2,017 | 2,250 | | | |

Recap of Funding Sources for Units Produced ("Leveraging")

| Source of Funds Produced through June 30th for Units | Amount of Funds Expended to Date | % of Total Value |
|--|----------------------------------|------------------|
| SHIP Funds Expended | \$26,152.83 | 100.00% |
| Public Moneys Expended | | .00% |
| Private Funds Expended | | .00% |
| Owner Contribution | | .00% |
| Total Value of All Units | \$26,152.83 | 100.00% |

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

| Compliance Category | SHIP Funds | Trust Funds | % of Trust Fund | FL Statute Minimum % |
|-------------------------------|-------------|-------------|-----------------|-------------------------|
| Homeownership | \$26,152.83 | \$8,157.45 | 320.60% | 65% |
| Construction / Rehabilitation | \$26,152.83 | \$8,157.45 | 320.60% | 75% |

Program Compliance - Income Set-Asides

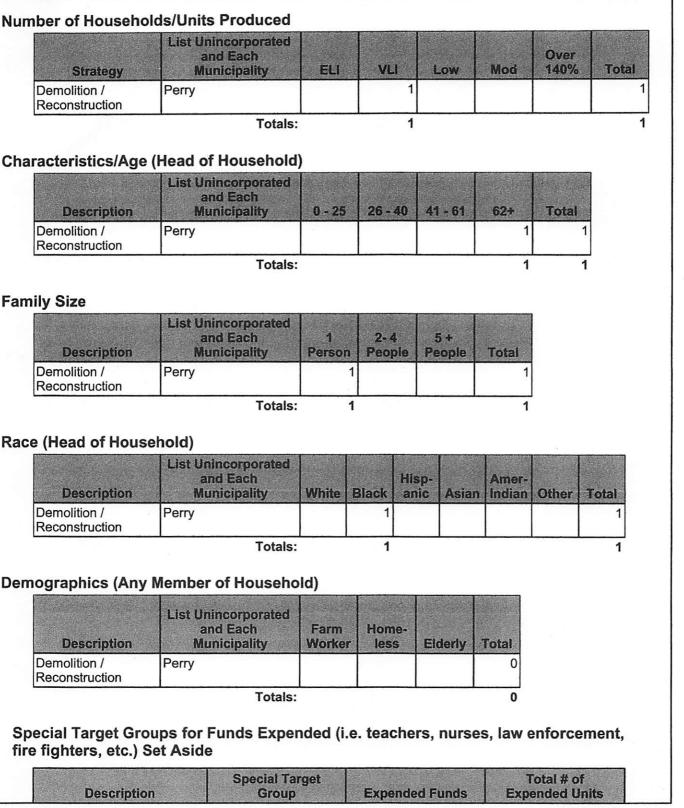
| Income Category | SHIP Funds | Total Available Funds % * |
|-----------------|-------------|---------------------------------|
| Extremely Low | \$.00 | .00% |
| Very Low | \$26,152.83 | 76.19% |
| Low | \$.00 | .00% |
| Moderate | \$.00 | .00% |
| Over 120%-140% | \$.00 | .00% |
| Totals: | \$26,152.83 | 76.19% |

Project Funding for Expended Funds Only

Form SHIP AR/2009 67-38.008 (5), F.A.C. Effective Date: 5/23/2017

| | | | | | 67-38.0 | HIP AR/20 008 (5), F./ re Date: 5/ |
|-----------------|--|--------------------------------------|----------------------------|--------------------------|---------------------------------|--|
| Income Category | Total Funds Mortgages, Loans & DPL's | Mortgages, Loans & DPL Unit #s | Total Funds SHIP Grants | SHIP Grant Unit #s | Total SHIP Funds Expended | Total # Units |
| Extremely Low | | 0 | | 0 | \$.00 | |
| Very Low | \$26,152.83 | 1 | | 0 | \$26,152.83 | · |
| Low | | 0 | | 0 | \$.00 | |
| Moderate | | 0 | | 0 | \$.00 | |
| Over 120%-140% | | 0 | | 0 | \$.00 | |
| Totals: | \$26,152.83 | 1 | \$.00 | 0 | \$26,152.83 | |

Form 3



Form 4

Status of Incentive Strategies

| Incentive | Description (If Other) | Category | Status | Year Adopted (or N/A) |
|------------------------|------------------------|----------|-------------------------|--------------------------|
| Expedited permitting | | Required | Implemented, in LHAP | 2009 |
| Ongoing review process | | Required | Implemented, in LHAP | 2009 |

Support Services

Homeownership Counseling- an 8 hour workshop is offered to those whom apply for the Homebuyer Assistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the application and closing process.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual report is available for review upon request from the County's local Grants Office.

Life-to-Date Homeownership Default and Foreclosure

| Total SHIP Purchase Assistance Loans: | 39 | |
|---|-------------|------|
| Mortgage Foreclosures | | |
| A. Very low income households in foreclosure: | 0 | |
| B. Low income households in foreclosure: | 0 | |
| C. Moderate households in foreclosure: | 0 | |
| Foreclosed Loans Life-to-date: | 0 | |
| SHIP Program Foreclosure Percentage Rate Li | fe to Date: | 0.00 |
| Mortgage Defaults | т. Х. | |
| A. Very low income households in default: | 3 | |
| B. Low income households in default: | 0 | |
| C. Moderate households in default: | 0 | |
| Defaulted Loans Life-to-date: | 3 | |
| SHIP Program Default Percentage Rate Life to | Date: | 7.69 |

Strategies and Production Costs

| Strategy | Average Cost |
|---------------------------|--------------|
| Demolition/Reconstruction | \$26,152.83 |

Expended Funds

Form SHIP AR/2009 67-38.008 (5), F.A.C. Effective Date: 5/23/2017

Total Unit Count: 1 **Total Expended Amount:** \$26,152.83 FY if Unit Strategy **Full Name** Address City Expended Zip **Funds** Code Already Counted Demolition/Recons Carolyn 618 W. Summer Perry 32347 \$26,152.83 truction Florence Street

Administration by Entity

Name Business Type Strategy Covered

Responsibility Amount

Program Income

| Program Income Funds | | |
|----------------------|--------|-------------|
| Loan Repayment: | | \$26,152.83 |
| Refinance: | | |
| Foreclosure: | | |
| Sale of Property: | | |
| Interest Earned: | | \$15.93 |
| | Total: | \$26,168.76 |

Number of Affordable Housing Applications

| Number of Affordable | Housing Applications |
|----------------------|-----------------------------|
| Submitted | 1 |
| Approved | 0 |
| Denied | 0 |

Explanation of Recaptured funds

| Description | Amount |
|---------------------------------------|--------|
| | |
| | |
| · · · · · · · · · · · · · · · · · · · | |
| Total: | \$.00 |

Rental Developments

| Development | Owner | Address | City | Zip | SHIP | Amount | SHIP | Compliance |
|-------------|-----------|---------|------|------|------|--------|-------|--------------|
| Name | e pededel | | | Code | | | Units | Monitored By |
| | | | | | | | | |

Single Family Area Purchase Price The average area purchase price of single family units: Or √ Not Applicable

Form 5

Special Needs Breakdown

| s) | Strategies | Expended Amount | Units | Encumbered Amount |
|---------------------------|---|--------------------|-------|----------------------|
| | | 2. | | |
| | | | | |
| eds Categor | y Breakdown by Strategy | | | |
| eds Categor Strategies | y Breakdown by Strategy Special Needs Category | Expended Amount | Units | Encumbered |

Taylor County will provide Down Payment Assistance to all eligible applicants as long as funds are available.

Interim Year Data

Form SHIP AR/2009 67-38.008 (5), F.A.C. Effective Date: 5/23/2017

Interim Year Data

| Interim Year 1 | | |
|---|--------------|--------------------|
| State Annual Distribution | \$350,000.00 | |
| Program Income | \$3,349.33 | |
| Program Funds Expended | \$7,000.00 | |
| Program Funds Encumbered | \$317,413.30 | |
| Total Administration Funds Expended | \$35,000.00 | |
| Total Administration Funds Encumbered | | |
| Homeownership Counseling | | |
| Disaster Funds | | |
| 65% Homeownership Requirement | \$324,413.30 | 92.69% |
| 75% Construction / Rehabilitation | \$317,413.30 | 90.69% |
| 30% Very & Extremely Low Income Requirement | \$259,819.47 | 73.53% |
| 30% Low Income Requirement | \$57,593.83 | 16.30% |
| 20% Special Needs Requirement | \$140,473.15 | 40.14% |
| Carry Forward to Next Year | | 191 ₂ , |

Form SHIP AR/2009 67-38.008 (5), F.A.C. Effective Date: 5/23/2017

LG Submitted Comments:

| ТАУ | LOR COUNTY BOARD OF COMMISSIONERS |
|----------------------|--|
| | County Commission Agenda Item |
| SUBJECT/TITLE: | Board to approve SHPO/THPO Request for Comment letters required by DEO for Community Development Block Grant (CDBG) Housing Rehabilitation projects. |
| MEETING DATE RE | QUESTED: October 2, 2023 |
| Statement of Issue: | Board to approve SHPO/THPO Request for Comment letters required by DEO for Community Development Block Grant (CDBG) Housing Rehabilitation projects. |
| Recommended Acti | on: Approve SHPO/THPO Request for Comment letters. |
| Fiscal Impact: | The County was awarded a CDBG housing rehabilitation grant in the amount of \$750,000. The SHPO/THPO Request for Comment letters is a requirement by DEO for the federally funded grant. |
| Budgeted Expense: | Yes |
| Submitted By: | Jami Evans, Grants Coordinator |
| Contact: | Jami Evans |
| S | UPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts & Iss | ues: The County was awarded a CDBG housing rehabilitation grant in the amount of \$750,000. The SHPO/THPO Request for Comment letters for each project site is a requirement by DEO for the federally funded grant. |
| Attachments: | SHPO/THPO Request for Comment letters |
| | |

JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

Taylor County 4480 Coote Sadler Rd – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 4480 Coote Sadler Rd, Perry, FL 32347 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:



- Project Address/Location Map
 Scope of Work

Sincerely,

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JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3

LAWANDA PEMBERTON, County Administrator

201 East Green Street

Perry, Florida 32347

(850) 838-3500, extension 7 Phone

(850) 838-3501 Fax

PAM FEAGLE District 4 THOMAS DEMPS District 5

CONRAD C. BISHOP, JR., County Attorney

Post Office Box 167

Perry, Florida 32348

(850) 584-2433 Fax

(850) 584-6113 Phone

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

Taylor County 2780 Kelly Grade – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 2780 Kelly Grade, Perry, FL 32348 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

- 1. Project Address/Location Map
- 2. Scope of Work

Sincerely,

JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, J.R., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Subject:

Bureau of Historic Preservation Florida Department of State R.A. Gray Building 500 South Bronough Street, Room 423 Tallahassee, FL 32399-0250

> Taylor County 12939 US 19 N. – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home located at 12939 US 19 N., Greenville, FL 32331.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

- Project Address/Location: Attachment A, the full legal description from the Taylor County Property Appraiser website along with the Tax Parcel identification number, building description included
- 2. Attachment B and C, general location map and parcel location map
- 3. Attachment D, pictures of project site

4. Attachment E, record search – Taylor County National Register of Historic Places

Sincerely,

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JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

Taylor County 12939 US 19 N. – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 12939 US 19 N., Greenville, FL 32331 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:



- 1. Project Address/Location Map
- 2. Scope of Work

Sincerely,

:

JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, J.R., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

Taylor County 6749 S Red Padgett Rd – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 6749 S Red Padgett Rd, Perry, FL 32348 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>ievans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

- Project Address/Location Map
 Scope of Work

Sincerely,

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JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Pery, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, J.R., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

Taylor County 5606 Smith Rd – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 5606 Smith Rd, Perry, FL 32348 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

- 1. Project Address/Location Map
- 2. Scope of Work

Sincerely,

JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, J.R., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

Taylor County 16481 Schoolhouse Road – Housing Rehabilitation Project Florida Department of Economic Opportunity Florida Small Cities Community Development Block Grant (CDBG) Contract Number <u>22DB-OP-03-72-01-H05</u> Environmental Review for HUD assisted Projects 24 CFR Part 58 Request for Comments

Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 16481 Schoolhouse Road, Salem, FL 32356 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

- 1. Project Address/Location Map
- 2. Scope of Work

Sincerely,

| TA | OR COUNTY BOARD OF COMMISSIONERS |
|--------------------|---|
| | County Commission Agenda Item |
| SUBJECT/TITLE: | To approve and sign the Budget Release Agreement for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco and to approve funds for this position for the 2023-2024 budget year. |
| MEETING DATE RE | UESTED: October 2, 2023 |
| Statement of Issue | To approve and sign the Budget Release Agreement/ Memorandum of Understanding for the Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco. |
| Recommended Act | n: To approve and sign the Budget Release Agreement/Memorandum of Understanding for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco and to approve annual funds for this position. |
| Fiscal Impact: | Taylor County \$30,188.21 annually (portion of salary) |
| Budgeted Expense | \$30,188.21 (for 2023-2024) |
| Submitted By: | Lori Wiggins, Taylor County Extension Director |
| Contact: | 850-838-3508 |
| 9 | IPPLEMENTAL MATERIAL / ISSUE ANALYSIS |

History, Facts & Issues: This position is a UF/County split salary. Benefits for this position is paid for by the University of Florida at no cost to the county.

Options:

Attachments:



JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

Friday, September 15, 2023

To Whom It May Concern:

This letter serves to reaffirm the Memorandum of Understanding between the Taylor County Board of County Commissioners and the University of Florida, which is effective 10/1/2021 until 9/30/2025. Per the MOU, Exhibit A is subject to annual approval by the Taylor County Board of County Commissioners. Specifically, the MOU as outlined by Exhibit A FY2024 will support salary and fringe according to the attached Exhibit A schedule from October 1, 2023-September 30, 2024.

For the University:

For the County:

| Lori Wiggins 9/: | 15/2023 2:34 PI | M EDT | |
|---|-------------------|-----------------------------|------|
| Lori Wiggins | Date | County Representative | Date |
| County Extension Director | | | |
| UF/IFAS- Taylor County Extensi | on | | |
| 203 Forest Park Dr. | | | |
| Perry, FL 33831 | | | |
| un capità 🔮 🦉 contratoristiconomia en 1957 | | County Representative Title | |
| | | | |

the sol

9/15/2023 | 2:44 PM EDT

Date

Eric Simonne District Extension Director 2142 Shealy Drive Gainesville, FL 32611

| University of Florida | Date |
|--------------------------------|------|
| Division of Sponsored Programs | |

Exhibit "A" - FY2024 FINAL Projected Annual Expense Budget

Taylor County Sea Grant Agent FY2024 Summary Annual Budget: 10/01/2023 - 9/30/2024 Prepared: 08/29/23

| Payroll Due From County for FY2 | 024 | |
|----------------------------------|----------------|-----------------|
| Blanco, Victor | | \$ 30,188.21 |
| | Total Payroll: | \$ 30,188.21 |
| Total Projected Budget for FY202 | 3 | |
| Total | - | \$ 30,188.21 |
| Anticipated Payment Schedule: | | |
| | January 10 | \$ 7,547.05 |
| 1 | April 10 | \$ 7,547.05 |
| | July 10 | \$ 7,547.05 |
| * | * September 10 | \$ 7,547.05 |
| | Total: | \$ 30,188.21 |

* Cost Reimubursable Agreement- Quarterly invoices will be based on actual expenses incurred during the quarter.

** Invoicing for September will be partially projected through 9/30. Final invoice may take place following month end.

| Please remit invoices to: |
|---------------------------------------|
| Taylor County |
| C/O LaWanda Pemberton, County Manager |
| 201 East Green Street |
| Perry, FL 32347 |
| Email: Lpemberton@taylorcountygov.com |
| cc: lwiggins@ufl.edu |

| | Sala | y Sea Grant Agent ry Details 10/01/2023 - 9/30/2024 | | | | |
|--------------------|---------------------|---|--------------------|------|--------------|-----------|
| | 31881973 | State | County | Sec. | Total | 5% Margin |
| Blanco, Victor | Percentage | 70.000% | 30.000% | | 100.000% | |
| Sea Grant Agent | | | | | | |
| 5 | Salary | 51,883.15 | 22,235.64 | \$ | 74,118.79 | |
| Fringe Pool Rate: | Pooled Fringe | 15,201.76 | 6,515.04 | \$ | 21,716.81 | |
| | 29.30% | | | | | |
| | Grand Totals | 67,084.92 | 28,750.68 | \$ | 95,835.60 | |
| Exempt | | | | | | |
| Blanco, Victor | | | | | | |
| | Annual: \$74,118.79 | | Total Due from Cty | \$ | 28,750.68 \$ | 30,188.21 |
| Position 0001-4741 | | | | | | |

Taylor County Total Projected Payroll: \$

30,188.21

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as "AGREEMENT") entered on DATE, between Taylor County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida, through its Cooperative Extension Service, is charged with disseminating the latest knowledge and applicable technologies in agriculture, human and natural resources, and the life sciences to the public in order to sustain and enhance the quality of human life in the State of Florida;

WHEREAS, this function is performed through the Florida Cooperative Extension Service (a partnership between state, federal, and county governments) that includes extension faculty members, scientists, educators, administrative staff, and volunteers working cohesively throughout Florida's 67 counties;

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for producers, families, homeowners, and young people within the county;

WHEREAS, said programs will be developed and implemented in the County by Extension Agents employed by the UNIVERSITY and the County to work directly with local advisory committees and Extension personnel; and

WHEREAS, the Extension Agents will use appropriate Extension personnel from the University of Florida and the County and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE I PURPOSE

The Florida Cooperative Extension Service, an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, was established to extend non-biased, research-based educational information from the University to the people of the State of Florida on subjects related to agriculture, horticulture, water quality and quantity, natural resources and the environment, energy, family and consumer sciences, community development, 4-H youth development, and other programs deemed necessary. The Florida Cooperative Extension Service makes the findings of research in these areas available to the people of Florida through the UF/IFAS Extension Service in partnership with Florida Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Section 1004.37 of the Florida Statutes, it is essential that the University of Florida and the County identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through the UF/IFAS Extension Service (hereinafter referred to as "UNIVERSITY") and the "COUNTY." The purpose of this AGREEMENT is to specify the terms under which each the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical, and research information to Extension Service in the COUNTY.

ARTICLE II GOALS AND OBJECTIVES

- 1. Plan, develop, implement, teach, evaluate and report on non-biased, research-based public education programs targeting the COUNTY's citizens and citizen groups (e.g., agricultural and horticultural producers, homeowners, businesses, youth, commercial industries and their associations, community groups, local governments).
- 2. Develop and distribute creative works and educational materials to the community.
- 3. Develop and sustain partnerships with community agencies and leaders, businesses, media and the general public.
- 4. Extend educational training through volunteer systems.

ARTICLE III TERMINIATION OF POSITION AND SERVICES

This AGREEMENT may be terminated at will by either party hereto giving 1-year prior to written notice thereof to the other.

ARTICLE IV RESPONSIBILITIES

- 1. The parties agree as follows: With respect to hiring County Extension Faculty- Marine Sea Grant Agent (herein after referred to as either "Extension Faculty or Extension Agent"),
 - a. UNIVERSITY and the COUNTY will jointly agree on whether to fill vacancies in positions of Extension Faculty.
 - b. UNIVERSITY will establish minimum employment requirements and qualifications for Extension Faculty.
 - c. UNIVERSITY will recruit, interview, and screen candidates for employment as Extension Faculty.
 - d. UNIVERSITY will recommend to the COUNTY qualified applicants for appointment to vacant or new Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.
 - e. With respect to salaries of Extension Faculty,
 - i. Before hire, UNIVERSITY and COUNTY will establish the proportion of the starting base salaries of Extension Faculty that each party will pay. Typically, the UNIVERSITY pays 60% and the COUNTY pays 40% of the salary.
 - ii. UNIVERSITY will determine the total amount of the starting base salary of Extension Faculty member.
 - iii. As outlined in Article V and Exhibit A, the UNIVERSITY and the COUNTY will each pay its own respective portion of salary and fringe benefits for Extension faculty but will not be responsible for payment of the other party's portion.

- iv. UNIVERSITY will determine the total dollar amount of cost-of-living, merit, and rank promotion salary increases for Extension Faculty and submit the COUNTY's portion of this figure to the COUNTY annually through Exhibit A.
- f. If applicable, UNIVERSITY will take responsibility for the immigration status of Extension Faculty and certify to COUNTY that such immigration status is legal and in compliance with all federal and state immigration laws regarding this AGREEMENT between UNIVERSITY and COUNTY and the employment of Extension Faculty.
- 2. Management and administrative responsibilities of the UNIVERSITY.
 - a. Provide in-service training for Extension Faculty and provide funds for official travel to such training.
 - b. Provide a staff of state Extension Specialists to train Extension Faculty in current technology and assist Extension Faculty in the conduction of education programs in these areas.
 - c. Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of Extension Agent's performance.
 - d. Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel and administrative policies and procedures, plus state and federal Affirmative Action and Equal Employment Opportunity requirements.
 - e. Provide direct supervision to Extension Faculty through the County Extension Director.
- 3. Responsibilities of the COUNTY.
 - a. With respect to Extension Faculty, the COUNTY shall:
 - i. Participate in the employment of Extension Faculty in accordance with the provisions of Section 1004.37, Florida Statutes.
 - ii. Pay the COUNTY'S agreed share of salary and fringe benefits of Extension Faculty as more specifically set out in Article V and Exhibit A.
 - b. With respect to management and administration, the COUNTY shall:
 - i. Review and consider the annual departmental budget requests from the UNVIERSITY and take action thereon as the COUNTY may deem appropriate.
 - ii. Provide office and teaching space, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the County Extension office as the COUNTY may deem appropriate.
- 4. General management and administration provisions:
 - a. Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
 - b. All Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statues.
 - c. UNIVERSITY and the COUNTY will cooperate in applying Equal Employment Opportunity policies for Extension in the COUNTY.
 - d. With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation.

- e. The County Extension Director is responsible for operating this Extension Office in the County under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
- f. Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act. The Professional Scheduling Policy and Procedures established by the UNIVERSITY will apply to Extension Faculty.
- g. If appropriate and needed, the COUNTY portion of a faculty member's salary can be used to support cost sharing on contracts and projects.

ARTICLE V FUNDING AND PAYMENTS

- 1. The COUNTY agrees to pay the UNIVERSITY the total sum as indicated on the Exhibit A towards salary and fringe expenses. This total sum is based upon known current salary cost at the time of Exhibit A development and could be modified subsequently if estimates were not sufficient to cover actual costs. This AGREEMENT is cost reimbursable.
- 2. Salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY by July 1st. Exhibit A is an estimate of projected salary and fringe expenses for the year and shall not require a separate written addendum to this AGREEMENT in order to implement annual changes in salaries and related fringe benefits. Actual expenses may vary during the year due to vacancies, midyear promotions, new hires, unexpected changes in fringe benefit costs and other UNIVERSITY adjustments as indicated in Article IV.1) e. iv. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

Proposed Annual Budget by April 15th – UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.

Annual Budget Request by July 1st – UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and submit a final budget request to the COUNTY for approval.

- 3. The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4. Quarterly payments shall be cost reimbursable and based on actual payroll expenses incurred during the quarter. Expected COUNTY payment due dates will be no later than 30 days after the receipt of UNIVERSITY invoices. UNIVERSITY invoices will be issued in accordance with the "Anticipated Payment Schedule" in Exhibit A.
- 5. Quarterly invoices submitted by the UNIVERSITY to the COUNTY should be sent directly to the following address on record at the UNIVERSITY. The address the date of this AGREEMENT is:

Taylor County 201 East Green Street Perry, FL 32347

6. Policies regarding leave accrual, leave balances and administering leave, including annual, sick, civil, holiday and military leave and regarding payment of unused annual and sick leave upon

separation will be established and maintained by the UNIVERSITY, and shall apply to Extension Faculty.

7. The COUNTY may elect to pay an annual salary supplement for Extension Faculty. If such an election is made the COUNTY shall fund 100% of the salary supplement, including any increases in salary, fringe benefits, and worker's compensation, and will pay the sum to the UNIVERSITY during the COUNTY'S quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will amend the salary projection in Exhibit A and adjust the quarterly billings to accommodate the salary supplement. If at any point the supplement is removed, the COUNTY will continue to pay any increases through cost-of-living, merit and rank promotion salary increases, etc. accumulated during the time the supplement was provided.

ARTICLE VI <u>PERIOD OF CONTRACT – RENEWAL – MODIFICATION</u>

This AGREEMENT shall be effective as of October 1, 2019 and shall continue through September 30, 2022 unless modified or terminated earlier. This AGREEMENT may be modified at any time by mutual written consent of both parties herein above. Each party may terminate this agreement without penalty or cause by giving the other party 1-year written notice of its intent to do so.

ARTICLE VII MAINTENANCE OF RECORDS

The UNIVERSITY will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of five (5) years thereafter; providing, however, such activity shall be conducted only during normal business hours. The COUNTY during the period of time expressed by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the UNIVERSITY as concerns the aforesaid records and documentation.

ARTICLE VIII <u>LIABILITY</u>

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the University of Florida and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. The UNIVERSITY, as a state agency warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it has liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY warrants and represents that it has liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. The UNIVERSITY and COUNTY further agree that

nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents, agencies, and subdivisions, beyond the waiver provided in section 768.28, Florida Statutes.

ARTICLE IX CONTRACTUAL REQUIREMENTS

- 1. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
- 2. Binding Effect. The terms, covenants, conditions and provisions of this AGREEMENT shall bind and endure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 3. Nondiscrimination. The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.
- 4. Covenant of No Interest. The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 5. Code of Ethics. The COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- 6. No Solicitation/Payment. The COUNTY and UNIVERSITY warrant that , in respect to itself, it has neither employed no retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon ore resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 7. Public Access. The COUNTY and UNIVERISTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.
- 8. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any commercial liability insurance coverage, self-insurance coverage or local government liability

insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

- 9. Privileges and Immunities. All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 10. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute and case law.
- 11. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.
- 12. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 13. Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.
- 14. Section Headings. Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.

ARTICLE VIII <u>NOTICES</u>

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County: Taylor County c/o LaWanda Pemberton, County Manager 201 East Green Street Perry, FL 32347

And copied to: UF/IFAS Extension Taylor County c/o Lori Wiggins 203 Forest Park Drive To University: UNIVERSITY OF FLORIDA Division of Sponsored Research 207 Grinter Hall, PO Box 115500 Gainesville, FL 32611-5500

And copied to: UNIVERSITY OF FLORIDA IFAS Extension Business Services 1604 McCarty Dr., Rm. 1030 Perry, FL 32348 PO Box 110250 Gainesville, FL 32611-0220

This AGREEMENT shall be effective on DATE. APPROVED BY:

FOR COUNTY:

2 Tembertou ando

NAME, County Manager

APPROVED AS TO FORM AND LEGALITY:

County Attorney

ME, Clerk to the Board ie Mae Murphy 191211-1913165 uty Clerk

FOR THE UNIVERSITY:

DATE

DATE

DATE

University of Florida

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

9 ağ

Gary Knowles County Clerk Jamie English Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seał

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Scott R. Koons Executive Director

me

Janice D. Mortimer Chair

1:Viga contracts/2024/2024 counties contract final merge docx.

APPENDEX A

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2024

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

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

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- I. <u>General Technical Assistance</u> conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. <u>Amendment Assistance</u> 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.

| | (I) |
|---------------------------------|---|
| | TAYLOR COUNTY BOARD OF COMMISSIONERS |
| | County Commission Agenda Item |
| SUBJECT/TITL | JE: Florida Firefighter Assistance Grant |
| Meeting Date: | 10/2/2023 |
| | e new S.C.B.A. |
| Recommendati | ion: Accept the grant award and sign the grant agreement. |
| Fiscal Impact: Submitted By: | S 0.00 Budgeted Expense: Yes No N/A x Dan Cassel |
| Contact: | |
| | SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts | & Issues: The F.F.A. Grant is a 100% funded state grant, accepting the grant will replace |
| five self contained l | breathing apparatus that are out of the NFPA service life of 10 years. The cost saving to the |
| | the grant is \$42,286.80. |
| | |
| Options: | 1 2 |
| Attachments: | 1. Grant Award Letter and Grant Agreement |



JIMMY PATRONIS CHIEF FINANCIAL OFFICER STATE FIRE MARSHAL STATE OF FLORIDA

September 26, 2023

RETURN RECEIPT MAIL

Taylor County Fire Rescue 501 Industrial Park Dr Perry, FL 32348

Re: Florida Firefighter Assistance Grant Program

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2023/24 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) Self-contained Breathing Apparatus not to exceed a cost of \$48,286.80. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to firefightergrant@myfloridacfo.com. Additionally, if accepted, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to firefightergrant@myfloridacfo.com.

As per grant award, the department/fire service provider is required to be in "full" Safety Compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed within 90 days of the grant award notification. If not completed, then the grant award will be revoked.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Gena Tucker, Assistant Superintendent, Florida State Fire College

Att.: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR **STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING** 11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374 EMAIL • CHARLES.FRANK@MYFLORIDACFO.COM AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

WHEREAS, the Florida Legislature has appropriated funds for the 2023-2024 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

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

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

1. Performance Requirements:

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

2. Compliance with Laws, Rules, Regulations, and Policies:

The Grantee shall comply with the applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Duration:

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. Payment and Funding Considerations:

- **4.1.** Funding: This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
- **4.2.** Payment Process: Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <u>https://www.myfloridacfo.com/Division/AA/Vendors/default.htm</u>.
- **4.3.** Grantee Rights: A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- **4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- **4.5. Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 5. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: reference-guide-for-state-expenditures.pdf (myfloridacfo.com).

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. Governing Laws of the State:

- 6.1. Governing Law: The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Employment Eligibility Verification: N/A
- 6.4. Advertising: Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.5. Sponsorship: As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

- 7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- 7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- 7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A
- 7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
- 7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

8. Funding Requirements of Section 215.971(1), F.S.:

- 8.1. The Grantee shall perform all tasks contained in the SOW.
- **8.2.** Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

- **8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- **8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- **8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- **8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 9. Advance Payments: If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
- 10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

- 11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- **12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit

Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedule maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf),

whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf).

- 12.5. The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.
- 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 13. Public Records: The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

14. Assignments, Subgrants, and Contracts:

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee

shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

- 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
- 15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

- **16.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use

in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

- **16.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- **16.6.** PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property: N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.
- **20.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

- 23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.
 - **23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
 - **23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
 - 23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.
 - 23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
 - 23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
 - 23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- 24. Electronic Funds Transfer: The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- **25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
 - i. Attachment 1, Specific Grant Awards;
 - ii. Attachment 2, Statement of Work;
 - iii. This Agreement;
 - iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
 - v. Addendum A, Public Records Requirements.
 - vi. Attachment 4, Index of Applicable Laws and Regulations.

26. Time is of the Essence: Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

- 27.1. Termination Due to the Lack of Funds: If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.
- 27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- **28. Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

- **29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys'

fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.
- **31.** Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

- **32.** Survival: Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts: The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. Contact Information for Grantee and Department Contacts:

Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator Bureau of Fire Standards and Training Division of State Fire Marshal 11655 NW Gainesville Road Ocala, FL 34482 Telephone number: (352) 369-2800 Firefightergrant@myfloridacfo.com

Grantee's Payee:

Grantee's Contract Manager:

| Name: | Name: | |
|----------------|----------|--|
| Address: | Address: | |
| | | |
| Phone: | Phone: | |
| Phone: Fax: | Fax: | |
| Email: | Email: | |

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above, and in the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

| Grantee: | Department of Financial Services: |
|---|-----------------------------------|
| Taylor County Board of County Commissioners | |
| Ву: | Ву: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| | |

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Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed \$48,286.80 for the grant period during the 2023-2024 State fiscal year.

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

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

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Attachment 2, Statement of Work

A. PROGRAM REQUIREMENTS

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

The Grantee shall only use funds for those items specified in Attachment 1, Specific Grant Awards (Attachment 1). Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C.

The following definitions apply to the Agreement and its attachments:

- a) "Combination fire department" means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b) **"Volunteer fire department"** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c) **"Fire service provider"** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d) "NFPA" means the National Fire Protection Association.

B. SCOPE OF WORK

1. The Grantee's Responsibilities:

- a. The Grantee shall perform the following tasks:
 - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of firefighter equipment to be purchased under this Agreement. This itemized list must include an expected cost per item.
 - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must provide the names of the students trained, dates the training was conducted, the instructor's name and certification number, the location of the final practical skills training, and the location of live fire training. Funds to be used to procure the training must be obligated by the ending date of this Agreement.
 - Provide to the Department all documentation supporting the purchase, delivery, and receipt of firefighter equipment identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
 - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.

- 5) Within thirty (30) calendar days after submission of final invoices, the Grantee shall return any unspent funds to the Department.
- b. Performance Requirements for Deliverables:
 - 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
 - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
 - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
 - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

2. The Department's Responsibilities:

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the Grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and receipt of, firefighter equipment and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

3. Deliverables:

The Grantee shall perform the following tasks as specified:

| | Table 1 Deliverables | |
|---|--|--|
| Deliverable 1 - Authorized Training Tasks | Performance Measures and Due Date | Financial Consequences |
| As described in Attachment 1. | Proof of payment to the vendor (e.g., copies of canceled checks) for the pre-approved instructor cost must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee). | Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training. |
| Maintain a written agreement between the fire service provider and the fire department during the grant period. | Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement. | Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all |

| | | stated terms and | | |
|---|---|--|--|--|
| | | conditions for the | | |
| Deliverable 1 perment emount must not ex | and amount stated in Attachmen | training. | | |
| Deliverable 1 payment amount must not ex Deliverable 2 – Authorized Equipment Pur | | . 1. | | |
| Deliverable 2 – Authorized Equipment Furchases Tasks Performance Measures and Financial | | | | |
| 1 4585 | Due Date | Consequences | | |
| As described in Attachment 1 | Within thirty (30) calendar days from the effective date of this Agreement, submit to the Department a copy of vendor quotes containing an itemized list of firefighter equipment to be purchased, the cost per item, and an estimated delivery date. Proof of payment to the vendor (e.g., copies of canceled checks) must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee). Within thirty (30) calendar days of receiving firefighter equipment, submit to the Department copies of signed and dated shipping/packaging documents clearly demonstrating the equipment has been received. | Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment. | | |
| Maintain a written agreement between the fire service provider and the fire department during the grant period. | Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement. | Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment. | | |
| Deliverable 2 payment amount must not exceed amount stated in Attachment 1. | | | | |
| TOTAL PAYMENT AMOUNT (must not exceed total grant award stated in Attachment 1) | | | | |

. .

4. Expenditure and Reconciliation Report:

Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.2. below for further detail regarding the reporting of expenditures.

C. SPECIAL PROVISIONS

1. Demonstration of Performance and Acceptance of Deliverables:

The deliverables requiring payment will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items; deliverables not requiring payment must be evidenced by submittal of the documentation as stated herein. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

2. Payment Amount, Invoice Submittal, and Payment Schedule: The payment obligation of the Department shall not exceed the amount stated in Attachment 1. The deliverable amount specified in Attachment 1 establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30th of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30th of the same calendar year; and, in accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

- 3. Travel and Expenses: Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
- 4. Financial Consequences for Failure to Timely and Satisfactorily Perform: Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in

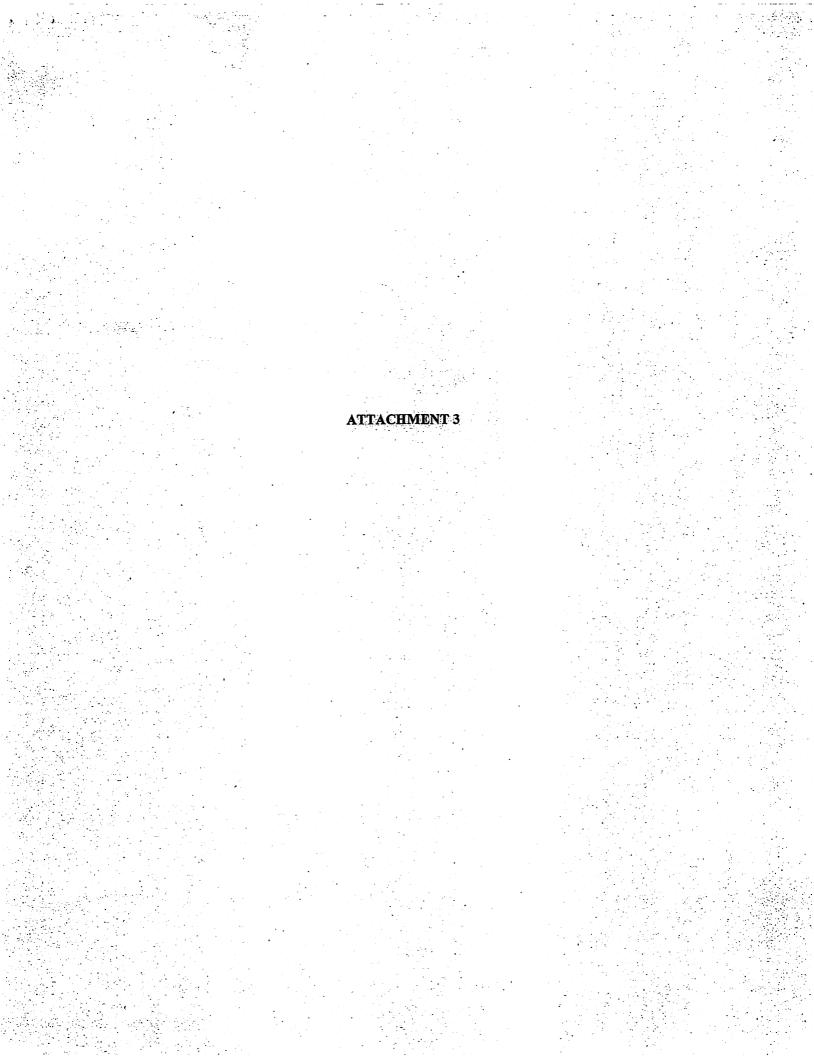
particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

- 5. Notification of Instances of Fraud: Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
- 6. Grantee's Responsibilities upon Termination: If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under the Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work as shall not have been terminated by the Department.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
 - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 7. Nondiscrimination: The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 8. Insurance Coverage: In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.

9. Limitation of Liability:

- a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
- b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

- End of Attachment 2, Statement of Work -





Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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 staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- 1. A grantee 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 form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §\$200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A grantee 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 Grantee 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 other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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 Grantee 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 Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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 Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee <u>directly</u> to each of the following:
 - a. The Department at each of the following addresses:

Electronic copies (preferred): <u>firefightergrant@myfloridacfo.com</u>

or

Paper (hard copy): Charles Frank Bureau of Fire Standards and Training Department of Financial Services 11655 NW Gainesville Road Ocala, Florida 34482

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

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<u>https://flauditor.gov/</u>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Any reports, management letters, or other information required to be submitted to the Department 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. Grantees, when submitting financial reporting packages to the Department 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 Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program State Awarding Agency: State of Florida, Department of Financial Services Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006 Amount: [fill-in] Not to exceed \$_______ for all grants awarded under the Firefighter Assistance Grant

Program for State Fiscal Year _____.

2. State Project B:

N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

Attachment 4 Index of Applicable Laws and Regulations

 <u>Statutory Requirements</u>: Chapter 112, F.S. (conflict of interest) Chapter 119, F.S. (public records and exceptions to disclosure) Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes) Section 216.1366, F.S. (inspection of records) Section 286.101, F.S. (foreign gifts and contracts) Section 286.25, F.S. (sponsorship) Section 287.133, F.S. (convicted vendor list) Section 287.134, F.S. (discriminatory vendor list) Section 287.137, F.S. (antitrust violator vendor list) Americans with Disabilities Act Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations) Section 215.34, F.S. (return or recoupment of funds) Section 215.97, F.S., Florida Single Audit Act Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds) Section 273.02, F.S. (nonexpendable tangible personal property) Section 287.0585, F.S. (payments to subcontractors) Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace) Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:

| Telephone: | (850) 413-3149 |
|------------------|---------------------------------------|
| Email: | PublicRecordsRequest@myfloridacfo.com |
| Mailing Address: | The Department of Financial Services |
| C | Office of Open Government |
| | PL-11, The Capitol |
| | Tallahassee, Florida 32399-0301 |

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item SUBJECT/TITLE: The Board to consider the approval of lease amendment No. P00024 with the Veteran's Administration MEETING DATE REQUESTED: October 2, 2023 Statement of Issue: To continue VA clinic lease Recommended Action: Approve Fiscal Impact: \$12,854.28 lease received Budgeted Expense: Yes Submitted By: LaWanda Pemberton, County Administrator Contact: 850-838-3500 ext. 6 SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS History, Facts & Issues: These supplemental agreements are for years 1 and 4 of 5 year lease option for leasing of the VA Clinic in Perry. This clinic provides VA services directly in Taylor County. The attached amendment is needed in order to receive funding of \$12,854,28 annually. **Options:** Approve/ Not Approve Attachments: Supplemental agreement

| | LEASE AMENDMENT NO. P00024 | | |
|---|--|--|--|
| LEASE AMENDMENT | TO LEASE NO. VA248-13-L-0077 | | |
| ADDRESS OF PREMISES | | | |
| PERRY VA CLINIC 1224 NORTH PEACOCK AVENUE | | | |
| none | | | |
| nore PERRY FL 32347 | | | |
| THIS AMENDMENT is made and entered into between TAYLOR, COUNTY OF whose address is | | | |
| 201 E GREEN ST | | | |
| PERRY FL 32347 | | | |
| hereinafter called the Lessor, and the UNITED STATES OF AMERICA, herein WHEREAS, the parties hereto desire to amend the above Lease. | after called the Government: | | |
| | | | |
| NOW THEREFORE, these parties for good and valuable consideration, the re acknowledged, covenant and agree that the said Lease is amended, effective | ceipt and sufficiency of which is hereby 10-01-2023 as follows: | | |
| THIS SLA IS TO ISSUED FUNDING FOR THE ANNUAL LEASE RENT FOR PERIO | D OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024. | | |
| FUNDING PERIOD 10/01/2023 TO 09/30/2024 | | | |
| 1. MONTLY PAYMENTS \$1,071.19 FOR TWELVE (12) MONTHS WHICH TOTALS REFERENCE PURCHASE ORDER NUMBER: 573-C42071 | \$12,854.28. | | |
| ALL MONTHLY PAYMENTS SHALL BE PAID IN ARREARS. | | | |
| | | | |
| ANNUAL RENT \$12,854.28 FOR PERIOD 10/01/2023 TO 09/30/2024 | | | |
| ANNUAL RENT \$12,854.28 FOR PERIOD 10/01/2023 TO 09/30/2024 ALL TERMS AND CONDITIONS REMAIN THE SAME. | | | |
| | late. | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of | late. FOR THE GOVERNMENT: | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: | | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: | FOR THE GOVERNMENT: | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: | FOR THE GOVERNMENT: | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: Entity Name: | FOR THE GOVERNMENT: Signature: Name: Siby_ Graham | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: Entity Name: Defen | FOR THE GOVERNMENT: Signature: Name:Graham Title: Lease Contracting Officer | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: Entity Name: Date: | FOR THE GOVERNMENT: Signature: Name: Title: Lease Contracting Officer Department of Veterans Affairs | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: Entity Name: Date: | FOR THE GOVERNMENT: Signature: Name: Title: Lease Contracting Officer Department of Veterans Affairs | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: Entity Name: Date: WITNESSED FOR THE LESSOR BY: | FOR THE GOVERNMENT: Signature: Name: Title: Lease Contracting Officer Department of Veterans Affairs | | |
| ALL TERMS AND CONDITIONS REMAIN THE SAME. This Lease Amendment contains 1 pages. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below of FOR THE LESSOR: Signature: Name: Title: Entity Name: Date: WITNESSED FOR THE LESSOR BY: Signature: | FOR THE GOVERNMENT: Signature: Name: Title: Lease Contracting Officer Department of Veterans Affairs | | |

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Marsha Durden

| From: | LaWanda Pemberton |
|--------------|--|
| Sent: | Thursday, September 21, 2023 9:56 AM |
| То: | Marsha Durden; Agenda |
| Subject: | FW: VA248-13-L-0077 P00024- Continuation of Lease Payments for Perry VA CBOC |
| Attachments: | VA248-13-L-0077 P00024 SLA FY 2024 FUNDING PERRY CBOC.pdf |
| | |

Importance:

High

Place holder for October 2nd agenda

LaWanda Pemberton County Administrator Taylor County Board of County Commissioners http://www.taylorcountygov.com



From: Burford, Tereshia <Tereshia.Burford@va.gov> Sent: Thursday, September 21, 2023 9:43 AM To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; dwelch@taylorclerk.com Cc: Burford, Tereshia <Tereshia.Burford@va.gov> Subject: VA248-13-L-0077 P00024- Continuation of Lease Payments for Perry VA CBOC Importance: High

Good morning,

Please review, sign and return the SLA for continuation of Monthly Lease Payments beginning October 2023.

If you have any questions, please contact me by email immediately.

Please return by September 25, 2023.

Thank you,

Sincerely, Tereshia Burford Leasing Contract Specialist Network Contract Office 8 (NCO-8) Tampa, Florida 33637 Tel: 813-796-3452

| TAY | LOR COUNT | Y BOARD OF COMMISSIONERS |
|-------------------------|-----------|---|
| | County | Commission Agenda Item |
| SUBJECT/TITLE: | | tify the signature of the County Administrator on the al Insurance Truest (FMIT) MOU election form. |
| MEETING DATE REQUESTED: | | 10/2/2023 |
| | | |

KS,

| Statement of Issue: | To ratify signature of the County Administrator |
|---------------------|---|
| Recommended Action: | Ratify the County Administrator's signature |
| Fiscal Impact: | Approximately \$200,000 combined deductibles |
| Budgeted Expense: | No, Hurricane related damages |
| Submitted By: | LaWanda Pemberton, County Administrator |
| Contact: | (850) 838-3500 ext. 6 |

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The estimated damages to County owned building is currently estimated at over \$1.4 million dollars. As part of the County's property insurance coverage the affected County properties may be repaired utilizing the FMIT/Synergy Turnkey Coverage in order to complete all repairs in a timely fashion. The MOU/Election form details the buildings damaged and the estimate coverage amount.

Options: Do not utilize current insurance coverage.

Attachments:

Signed MOU





FMIT TURNKEY COVERAGE MEMORANDUM OF UNDERSTANDING & ELECTION FORM

Florida Municipal Insurance Trust (hereafter, "FMIT") Property Turnkey Recovery Service Coverage (hereafter, "Turnkey Coverage") is offered through the FMIT Property and Allied Lines Policy (hereafter, "Property Coverage Agreement") under the FMIT Turnkey Recovery Coverage Endorsement (FMIT RECOVERY 1020), which is attached to, made part of this Memorandum, and governs in the event of any conflicts.

Turnkey Coverage is available for each FMIT Member who requests it (hereafter, "Designated Member") on claims for loss/damage to real property covered by the Property Coverage Agreement when submitted to FMIT on a timely basis, and when subject to the scope of the covered loss or damage amount(s) as determined and authorized by FMIT (hereafter, "Turnkey Claims").

Turnkey Coverage supports Designated Member's internal disaster response and recovery objectives and may include one or more of the following managed services: Rapid Response Services (including damage assessments, demolition services, stabilization and mitigation of buildings/structures), Restoration and Reconstruction Services (including development of authorized project scopes of work, procurement, coordination, management and payment of vendors, on-site project management, monitoring and reporting), and FEMA Public Assistance support, if applicable. Turnkey Coverage is flexible to fit the individual needs of Designated Members by eliminating unnecessary services and/or limiting services to only certain affected properties.

FMIT has designated Synergy NDS, Inc., as manager of response and recovery services provided under Turnkey Coverage (hereafter, "Turnkey Manager"). All services performed under Turnkey Coverage and managed by Turnkey Manager are intended to expedite response and recovery efforts and minimize Designated Member's direct response and recovery costs and out-of-pocket expenses. All Turnkey Claim-related services provided and/or managed by Turnkey Manager shall be reviewed and approved by FMIT's Property Claims Department.

Under Turnkey Coverage, each Turnkey Claim will be subject to adjudication by a licensed claims adjuster. Additionally, FMIT and Turnkey Manager will compile detailed scopes-of-work and recovery cost estimates related to each Turnkey Claim based upon loss adjustments and estimates developed by the Turnkey Manager, licensed claims adjusters, and/or engineers (where applicable), in a manner that will protect the Designated Member from excessive costs. If scopes-of-work or costs are identified that are not covered by FMIT and would be the direct responsibility of the Designated Member, it will be the responsibility of Turnkey Manager to notify all involved parties for direction and approval prior to acceptance. With the exception of deductible amount(s) applicable to the loss, which must be paid by the Designated Member, response and recovery costs covered under the Designated Member's Turnkey Claim(s) will be managed and paid directly by Turnkey Manager and submitted to FMIT. FMIT will pay Turnkey Manager for all Turnkey Claim costs.

Under Turnkey Coverage, each Turnkey Claim will be subject to adjudication by a licensed claims adjuster. Additionally, FMIT and Turnkey Manager will compile detailed scopes-of-work and recovery cost estimates related to each Turnkey Claim based upon loss adjustments and estimates developed by the Turnkey Manager, licensed claims adjusters, and/or engineers (where applicable), in a manner that will protect the Designated Member from excessive costs. If scopes-of-work or costs are identified that are not covered by FMIT and would be the direct responsibility of the Designated Member, it will be the responsibility of Turnkey Manager to notify all involved parties for direction and approval prior to acceptance. With the exception of deductible amount(s) applicable to the loss, which must be paid by the Designated Member, response and recovery costs covered under the Designated Member's Turnkey Claim(s) will be managed and paid directly by Turnkey Manager and submitted to FMIT. FMIT will pay Turnkey Manager for all Turnkey Claim costs.

FMIT respects the individual desires and preferences of its members and their ability to self-govern. The Designated Member must elect to receive Turnkey Coverage on Turnkey Claim losses within 120 days of a covered loss occurrence through completion of this Turnkey Coverage MOU, which includes the Turnkey Election Form and Turnkey Description of Covered Property and Amounts (hereafter, "Exhibit A").

TURNKEY COVERAGE ELECTION

Taylor County Board of County Commissioners (hereafter, "Designated Member") voluntarily elects to participate in and take advantage of the benefits provided through Turnkey Coverage specific to eligible damages to property covered by FMIT. Designated Member elects Turnkey Coverage for the Turnkey Claims listed, described, and attached in Exhibit "A" of this work authorization.

Designated Member authorizes Turnkey Manager to act as recovery manager for Turnkey Claims listed in Exhibit A, by managing the response, mitigation, and potential repair/recovery of property assets covered in the Designated Member's Property Coverage Agreement and paying vendors directly for covered costs. The Designated Member also understands and agrees FMIT will reimburse Turnkey Manager directly for covered property loss costs approved and incurred by Turnkey Manager pursuant to each Turnkey Claim.

Designated Member will be responsible for payment for any applicable deductible amounts and any costs outside the scope of covered Turnkey Claim costs (i.e. non-covered costs). Before incurring non-covered costs, Turnkey Manager and Designated Member will review to ensure that non-covered costs are approved by the Designated Member and procured in compliance with Designated Member, State and Federal procurement requirements, when necessary.

Notwithstanding the foregoing, compliance with applicable laws or ordinances, including all procurement and FEMA grant requirements, is the sole responsibility of the Designated Member with respect to this election of Turnkey Coverage and for services provided by Turnkey Manager. When applicable, Turnkey Manager will work with the Designated Member to support the FEMA Public Assistance Grant process, including provision of required project scopes of work and related procurement and cost information as related to each Turnkey Claim.

Turnkey Manager will ensure the Designated Member receives any additional Work Authorization Forms and/or Indemnification Agreements specific to repair work under Turnkey Coverage as it relates to Subcontractor Agreements, Warranties for workmanship and Construction Defect, and the like.

Designated Member hereby acknowledges that in signing this Memorandum and Election Agreement it is not relying on and has not relied on any representation or statement by FMIT or Turnkey Manager, other than those contained in this Agreement, the FMIT PROPERTY TURNKEY RECOVERY COVERAGE endorsement, and the Property Coverage Agreement.

| Designated | Member: | FMIT: | | SynergyNI | DS (Turnkey Manager): |
|------------|--|------------|--------------------------|------------|----------------------------|
| Signature: | Docusigned by: LaWanda Pemberton A26720CB24D74B0 | Signature: | Toust Scott | Signature: | |
| Name: | Lawanda Pemberton | Name: | Forest Scott | Name: | Kurt Waterman |
| Title: | County Administrator | Title: | Claims Representative II | Title: | Director, Field Operations |
| Date: | 9/15/2023 2:22 PM | Date: | 9/15/2023 2:22 PM | Date: | 9/15/2023 2:22 PM |

Exhibit "A"

TURNKEY CLAIM DESCRIPTION OF COVERED PROPERTY AND AMOUNTS

Below is a specific list of Turnkey Claims for this loss event that, when signed by Designated Member, are authorized for management by Turnkey Manager under Turnkey Coverage. The information required below includes the respective FMIT Turnkey Claim Number, Location Number/Asset Name, Turnkey Claim Details, Estimated Turnkey Coverage Amount, and an Authorized Member Signature and Approval Date confirming the election by Designated Member of each Turnkey Claim. The property asset(s) contemplated in the below Turnkey Claim(s) and the Turnkey Coverage Amount may be amended from time to time, provided any amendment is in writing and authorized by FMIT under Turnkey Coverage:

| Turnkey Claim No. | Location Number / Asset Name | Turnkey Claim Details | Estimated Turnkey Coverage Amount | Authorized Member Signature | Signature Date |
|-------------------|--|--|--------------------------------------|---|--------------------------|
| GC2023112738 | 025001 - Fire Station w/Rear Addition | Hurricane Idalia Event: I observed the right garage door knocked down leaving the inside of the structure exposed. Also the roof of the right side of the structure (living room area) is completely exposed. This structure will need immediate roof repairs/ tarping to prevent further damages. No further damages observed at the moment. | \$20,000 - \$100,000 | DocuSigned by: LaWanda Pembe A2672CCB24D74B0 | Vt09V15/2023 2:22 РМ |
| GC2023112740 | 018002 - Warehouse | Hurricane Idalia Event: I observed soffit/tiles that will need replacement in front of the structure. Also there is debris (trees/branches) that will need to be picked up around the structure. There are severe damages to ceiling/roof of the front office of the structure. The office roof is completely exposed, and will need immediate roof repairs/tarping to prevent further damages. Throughout the structure there is sitting water on the floors, desk, and other places. No further damages observed at this moment. | \$20,000 - \$100,000 | DocuSigned by: LaWanda Pembe A2672CCB24D74B0 | /Ю9V/15/2023 2:22 РМ |
| GC2023112743 | 008003 - Storage Building Public Works | Hurricane Idalia Event: I observed all 3 garage doors of the structure knocked down leaving the inside exposed. Also the ceiling/roof is completely missing from the structure. This structure will need roof repairs/tarping immediately to prevent further damages. No further damages observed at the moment. | \$20,000 - \$100,000 | DocuSigned by: LaWanda Pembe A2672CCB24D74B0 | /t09V/15/2023 2:22 PM |
| GC2023112760 | 002001 - Airport Hangar | Hurricane Idalia Event: I observed severe roof damage to the west side of the structure, parts of the roof were peeled back. It will need immediate roof repairs/tarping to prevent further damages. On the east side of the structure many windows were blown out leaving the inside exposed. Also there is soffit/siding that will need replacing on the east side of the structure. No further damages observed at the moment. | \$100,000 - \$250,000 | DocuSigned by: LaWanda Pember A2672CCB24D74B0 | 109V15/2023 2:22 рм |

| Turnkey Claim No. | Location Number / Asset Name | Turnkey Claim Details | Estimated Turnkey Coverage Amount | Authorized Member Signature | Signature Date |
|-------------------|--|--|--------------------------------------|---|-------------------------|
| GC2023112818 | 008002 - Auto Garage and Office | Hurricane Idalia Event: I observed the roof of the structure ripped off on the right side of the structure, leaving the inside exposed. The roof will need repairs/tarping to prevent further damages. No further damages were observed at the moment. | \$20,000 - \$100,000 | DocuSigned by: LaWarda fimbe A2672CCB24D74B0 | 2:22 PM |
| GC2023112828 | 011003 - County Recycling Building (large metal building) | Hurricane Idalia Event: I observed many sky light fixtures that will need immediate repairs/tarping. The rain has already started entering throughout the structure. No further damages observed at the moment. | | DocuSigned by: LaWarda fembre A2672CCB24D74B0 | июри 15/2023 2:22 рм |
| GC2023112897 | 014004 - Sports Complex Concession Building (Baseball) | Hurricane Idalia Event: I observed the roll up doors on this structure with severe damages. Two out of the four are completely blown out leaving the inside exposed. The structure will need tarping to prevent any further damages. Also on all four sides of the structure will need soffit repairing/replacement. No further damages observed at this moment. | \$20,000 - \$100,000 | DocuSigned by: LaWarda fimbe A2672CCB24D74B0 | Исту/15/2023 2:22 рм |

| TAYLOR COUNTY BOARD OF COMMISSIONERS | | | |
|--------------------------------------|--|---|--|
| | | Commission Agenda Item | |
| SUBJECT/TITLE: | The Board to ra License/Use Ag Center. | tify the signature of the County Administrator on FEMA greement for the use of Steinhatchee Community | |
| MEETING DATE REQUESTED: | | 10/2/2023 | |
| | | | |

At

| Statement of Issue: | To ratify signature of the County Administrator |
|---------------------|---|
| Recommended Action: | Ratify the County Administrator's signature |
| Fiscal Impact: | N/A |
| Budgeted Expense: | N/A |
| Submitted By: | LaWanda Pemberton, County Administrator |
| Contact: | (850) 838-3500 ext. 6 |

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FEMA requested the use of the Steinhatchee Community Center in order to open a Disaster Recover Center to serve the citizens of Taylor County seeking assistance for damages caused by Hurricane Idalia. The agreement was discussed with the Conrad Bishop II, County Attorney prior to signing. Time was of the essence for signature due to the impacts of the Hurricane and need to open a location as quickly as possible.

Options:

Attachments:

License/Use Agreement

U. S. Department of Homeland Security Region IV 3005 Chamblee Tucker Road Atlanta, GA 30341



LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Taylor County (Licensor.)

2. Authority. This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

Steinhatchee Community Center 1013 Riverside South Drive, Steinhatchee, FL 32359 to include adjacent parking areas, restrooms, community center, tables and chairs provided by the facility, and common use spaces to be utilized by the local community staff, FEMA staff, disaster survivors, and all disaster-associated individuals while the Disaster Recovery Center (DRC) not to exceed 30 days.

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

FEMA will use the premises primarily as a Disaster Recovery Center where FEMA will receive members of the public for the purpose of providing information to survivors and their supporters, assist with applications, and hand out general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than 30 days, unless terminated prior to that date with 10 calendar days notice from either party. This Agreement may be extended by mutual consent of the parties.

6. Duties and Responsibilities.

a. Licensor shall:

 At no cost to FEMA, maintain the premises in good repair and condition, and supply utilities (including heat, air conditioning, light, ventilation), sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and other similar services;

- Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;
- Maintain at Licensor's own expense existing electrical service, and all other utilities (including water and sewer) for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;
- Permit FEMA to install, if necessary, electrical and telecommunications upgrades and all other modifications necessary for the accessibility for people with disabilities with the approval of the Licensor, which will become the property of the Licensor upon termination of this Agreement and not be removed by FEMA;
- 5) Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this Agreement;
- Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement; and,
- 7) Maintain insurance for liability, and for loss of or damage to the Premises, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;
- 3) Provide for any required security or cleaning services under separate contract at FEMA expense; and,
- 4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligating Agreement. Nothing in this Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. Liability. Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. Compliance with Applicable Law: The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

10. Applicable Law. Federal law shall govern this Agreement and any dispute or claim arising from it.

11. Warranty Use of Premises. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent hazardous environmental conditions which could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

12. **Integrated Agreement**: This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter

13. Points of Contact.

 a. The FEMA Point of Contact is: Heather Cooper
 FEMA External Support Branch Director
 4075 Esplanade Way, Tallahassee, FL 32399
 (202)702-6109 heather.cooper@fema.dhs.gov b. The Licensor's Point of Contact is: Tom Muscher (850) 294-5269

14. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

15. Effective Date. The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY: Pember the Yall anda

Lawanda Pemberton County Administrator Taylor County

Brett Howard Federal Coordinating Officer Federal Emergency Management Agency

Date: 9/9/2023

Date

Salina Grubbs

From: Sent: To: Subject: Attachments: Gary Knowles Thursday, September 14, 2023 9:36 AM Salina Grubbs October BOCC Meeting Lawanda Pemberton Contract.pdf

Please add to the October 2, BOCC meeting agenda:

THE BOARD TO AUTHORIZE CHAIRPERSON AND COUNTY ATTORNEY TO NEGOTIATE CONTRACT RENEWAL WITH COUNTY ADMINISTRATOR.



Gary Knowles

Taylor County Clerk of Court (850) 838-8113 www.taylorclerk.com

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter, "AGREEMENT) made and entered into this and day of <u>NOVEMBER</u>, 2020, with a first day of employment of <u>NOVEMBER</u>, 2020, by and between Taylor County, Florida, a political subdivision of the State of Florida, (hereinafter, "County"), and Lawanda Pemberton, (hereinafter, "Employee")

RECITALS

WHEREAS, the County desires to employ the services of said Employee as County Administrator of Taylor County; and

WHEREAS, the County desires to (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Employee's services at such a time as he may be unable to fully discharge his duties due to disability or when the County may otherwise desire to terminate his employment; and

WHEREAS, the Employee desires to accept employment as County Administrator of said County; and

WHEREAS, the Employee and the County desire to set forth in writing their understanding with respect to the Employee's employment by the County;

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY.

A. The County hereby agrees to employ said Employee as County Administrator of Taylor County to perform the functions and duties as specified below. In this position, the Employee will have the powers of County Administrator, subject to the control of the Board of County Commissioners of Taylor County, Florida (hereinafter, "Board"). The Employee will be primarily responsible for carrying out all orders, ordinances, and resolutions of the Board. The Employee shall serve as chief administrative officer of the County and the administrative head of County government.



B. The Employee shall execute her duties under the direction of the Board and shall be responsible to the Board. The Employee shall work as directed by the Board and shall not be directed by an individual Commissioner. However, any Commissioner may meet with the county Administrator to discuss his or her concerns.

C. Employee agrees to devote her full time, attention and best efforts to the performance of the employment hereunder. Employee will not, during the term of this AGREEMENT, directly or indirectly engage in any business, either as an employee, employer, consultant, principal, corporate officer or corporate director or in any other capacity, whether or not compensated, without prior written consent of the County.

D. The Employee, as detailed in Chapter 125.74, Florida Statutes, as County Administrator is responsible for the administration of all departments responsible to the Board and for the proper administration of all affairs under the jurisdiction of the Board. The Employee, by way of enumeration and not by way of limitation, has the following specific powers and duties:

(1) To administer and carry out the directives and policies of the Board and enforce all orders, resolutions, ordinances, and regulations of the Board to assure that they are faithfully executed.

(2) To report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

(3) To provide the Board, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the Board.

(4) To prepare and submit to the Board for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

(5) To establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

(6) To prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit her recommendations.

(7) To supervise the care and custody of all county property.

(8) To recommend to the Board a current position classification and pay plan for all positions in county service.

(9) To develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.

(10) To organize the work of county departments, subject to an administrative code developed by the administrator and adopted by the Board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the Board.

(11) To select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board.

(12) To suspend, discharge, or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.

(13) To negotiate leases, contracts, and other agreements, including consultant services, for the County, subject to approval of the Board, and make recommendations concerning the nature and location of county improvements.

(14) To see that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violation thereof.

(15) To order, upon advising the Board, any agency under the administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.

(16) To attend all meetings of the Board with authority to participate in the discussion of any matter.

(17) To perform such other duties as may be required by the Board.

E. It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board as the governing body of the County pursuant to s. l(e), Art. VIII, Constitution of the State of Florida. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the County Administrator shall only be performing the duty of advising the Board in its role as the policy-setting governing body of the county.

SECTION 2. TERMS

A. The initial term of this Agreement shall be for a three (3) year period commencing Normoer15 2020, and ending Normoer17 2023. Further renewals or extensions will be negotiated between the Employee and the Board.

B. The employment of Employee shall be at the will of the Board. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the

County to terminate the services of the Employee at any time, subject only to the provisions set forth in Sections 3. and 5. of this AGREEMENT.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time his position with the County, subject only to the provisions set forth in Section 3. of this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event the Employee is terminated by the County before expiration of any term of employment, or if this Agreement is not renewed at the end of any term of employment, and such termination or failure to renew this agreement is during a time that the Employee is willing and able to perform her duties under this Agreement, then in that event the County shall pay the Employee on the final day of his employment, liquidated damages in an amount equal to two (2) months of salary and benefits. The compensation and benefits shall be calculated at the then existing gross annual compensation and benefits package. Provided, however, that in the event the Employee is terminated due to conviction of a felony or willfully breaches the conditions set forth in this Agreement, then, in either event, the County shall have no obligation to pay any sums designated in this paragraph.

B. In the event the County at any time during the term of this Agreement reduces the salary or other financial benefits of the Employee, or in the event the County refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a formal request to do so by the County, then in any of these events the Employee may, at her option, be deemed to be "terminated" at the date of such event as contemplated by Section 3 A. If the Employee elects to be deemed "terminated" as contemplated by Section 3 A, then Employee shall be entitled to receive the liquidated damages set forth in Section 3 A.

C. In the event the Employee voluntarily resigns her position with the County before expiration of the initial term of this Agreement (or any term of extension) as set forth in Section 2., the Employee shall give the County notice of 90 days in advance of any such resignation, unless the parties otherwise agree in writing.

D. Notwithstanding anything in this Agreement to the contrary, the County is hereby given the option to terminate this Agreement in the event that the Employee, during the term of this Agreement, becomes permanently disabled due to a "serious medical condition" as the term is used in Section 5.C. of this Agreement. Such option shall be exercised the County by giving notice of 90 days to Employee, sent by Certified Mail (return receipt requested0 to the Employee's home address. This Agreement shall cease on the 90th day after the Employee receives the notice, with the same force and effect as if the 90th day was the date originally set forth in this Agreement as the termination date of this Agreement. However, in such event, the Employee shall be entitled to the continuation of health, dental and vision insurance for six months and to cash out annual and sick leave, as set forth in Section 3.A. of this Agreement.

SECTION 4. SALARY

A. In exchange for her services rendered pursuant to this Agreement, the County agrees to pay the Employee an annual base salary of one hundred thousand dollars (\$100,000.00) payable bi-weekly. At the end of the first year of this Agreement, the employee will receive a three percent (3%) raise. After the second year, the employee will receive the same percentage raise as the Board's employees, if any.

SECTION 5. HEALTH INSURANCE, LIFE INSURANCE, FMLA

A. The County shall pay the full amount required annually for the cost of a health plan of the Employee's choosing with the County's current health insurance provider for the Employee, Employee's spouse, and Employee's children, if any. This shall include dental and vision as well as health insurance.

B. The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice her annual salary payable to the beneficiary or beneficiaries as designated by the Employee.

C. The County shall provide up to a maximum of twelve (12) weeks of salary and benefits to the Employee due to her inability to perform her duties due to a "serious medical condition" or other form of incapacity as defined under the Family and Medical Leave Act (FMLA).

D. If the Employee is not back to work at the end of 12 weeks due to the Employee's inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the FMLA, the Board may terminate this Agreement at its discretion, subject to the provisions of Section 3.D. of this Agreement.

SECTION 6. RETIREMENT

Employee shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1)(b), Florida Statutes, or, in lieu of participation under the Senior Management Class, Employee may participate in the FRS Investment Plan pursuant to FRS regulations and/or another individual retirement arrangement of the Employee's choosing. Contributions will be made by the County on behalf of Employee, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

SECTION 7. LEAVE ACCRUALS

A. The Employee shall have three (3) weeks' vacation each year.

B. The Employee shall earn the same amount of sick leave as other employees of the County up to the maximum. The employee's sick leave she earned as Assistant County Administrator shall carry over.

SECTION 8. PROFESSIONAL DUES, SUBSCRIPTIONS AND EXPENSES

The County shall budget and pay for the Employee's professional dues, subscriptions and related expenses necessary for his full participation in the Florida City and County Manager's Association, Florida Association of County Managers, and the Florida Association of Counties, as well as for official travel, consistent with the Florida Statutes.

SECTION 9. BONDING

The County shall bear the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board, in consultation with the County Administrator, shall fix any other terms and conditions of employment, as it may determine time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

B. The Employee shall be entitled to all other benefits provided to employees of the County, except as otherwise modified herein.

C. The Employee shall be entitled to receive any and all collateral or employment benefits and working conditions as are now or are in the accorded to department directors by the County except insofar as this Agreement provides for a greater benefit, in which case this Agreement shall control.

D. The County shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand ethics charge or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. This provision is subject to Chapter 768.28, Florida Statutes, and the County shall pay no more than is authorized by said statute. The County shall not be liable in tort and save harmless or indemnity the Employee for acts or omissions by the Employee while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard human rights or property. The County waives none of the provisions of Section 768.28, Florida Statutes, and a copy of Chapter 768.28 is attached herein and marked Exhibit A.

SECTION 11. NOTICES.

Any notice required to be given pursuant to the terms of this Agreement shall be given in writing. Notices shall be given by deposit in the custody of the United States Postal Service via Certified Mail (return receipt requested). Notices shall be deemed effective as of the date of receipt of such written notice. Notices shall be properly addressed to the parties at their respective addresses (Employee's home address) or to any such other address as may be specified by either party in writing.

SECTION 12. ANNUAL PERFORMANCE REVIEW

There will be an annual performance review of the Employee. Said review to be done on <u>NOVEMBER</u> each year. Each commissioner may fill out an individual performance review form on the Employee.

SECTION 15. GENERAL PROVISIONS

:

A. The Employee shall be provided a cell phone at the expense of the County during her employment. Also, the Employee during this employment shall live in Taylor County, Florida.

B. This Agreement contains the entire Agreement and supersedes all prior agreements and understandings, oral or written, with respect to the terms of this Agreement and may be changed only by an Agreement in writing, signed by both parties.

C. The waiver by the County of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach of this Agreement.

D. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be exclusively in Taylor County, Florida.

E. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

F. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this agreement as of this $\frac{\partial U}{\partial t}$ day of <u>NOVEM 6-EV</u>, 2020.

LAWANDA PEMBERTON

STATE OF FLORIDA COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LAWANDA PEMBERTON, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

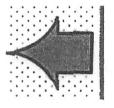
Witness my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC MY COMMISSION EXPIRES:

Personally Known _____ or Produced Identification _____

Type of Identification Produced

UNTY ATTEST PAMPEACLE, CHAIRPERSON. ANNIE MÁE CLERK Ad Interm Board of County Commissioners Taylor County, Florida FANAR CHARLENDER



STATE OF FLORIDA COUNTY OF TAYLOR

Thomas Demps

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PAW FEACLE, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC MY COMMISSION EXPIRES

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Page 8 of 8

| TAYLOR COUNTY BOARD OF COMMISSIONERS | | |
|---|---|--|
| | County Commission Agenda Item | |
| SUBJECT/TITLE: | BOARD OF COUNTY COMMISSIONERS TO AFFIRM CONTINUED PURSUIT OF THE GRANGER BRIDGE REPLACEMENT PROJECT PURSUANT TO THE PREVIOUSLY APPROVED FLORIDA DEPARTMENT OF TRANSPORTATION FEDERALLY FUNDED LOCAL AGENCY PROGRAM AGREEMENT. | |
| MEETING DATE RE | QUESTED: October 2, 2023 | |
| Statement of Issue: The Board of County Commissioners approved the Florida Department of Transportation Federally funded Local Agency Program agreement to replace Granger Bridge #384096 during its February 15, 2022 regular meeting. | | |

Recommended Action: Staff recommends that the Board affirm its continued support of the FDOT LAP Reimbursement Agreement for the Granger Bridge replacement project including acknowledging potential loss of funding reimbursement.

| Fiscal Impact: | FISCAL YR 2023/26 ~ \$3M Federal Funding No Local Funding |
|-------------------|--|
| Budgeted Expense: | YES |
| Submitted By: | ENGINEERING DEPARTMENT AND FDOT |
| Contact: | COUNTY ENGINEER |

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: After degrading in condition for several years from an initial Prompt Corrective Action advisory received in year 2011, the Granger Bridge (#384096) in Steinhatchee FL became eligible and was awarded federal funding for its replacement. Due to its structural condition, the BOCC closed the single lane timber bridge to vehicluar traffic while ongoing work efforts to replace the bridge would take place over the next several years. Although Granger Bridge was temporarily left open to pedestrian crossings, its condition recently worsened due to upheaval from Hurrican Idalia storm surge prompting its current closure to all traffic. See Attached Photos.

Taylor County received its FDOT Local Agency Program (LAP) certification on October 5, 2015. This certification allows a Local Agency (Taylor County) to participate in Federally funded infrastructure projects previously only available to State Agencies. Pursuant to the terms of the Granger Bridge LAP agreement, Taylor County jointly participates with FDOT in the bridge delivery process commencing with an assigned responsibility for (co)managing the project during the design phase. Taylor County would also be expected to participate in dissimenating project objectives and intentions with the local Citizenry for a coordinated conclusion. The project thus far has completed the Project Development & Environment phase (PD&E) whereby Taylor County worked with the FDOT and their chosen design consultant to evaluate and finalize bridge replacement options. Those options have been presented, discussed and considerd during several Public meetings including the original 2019 closure meeting, the subsequent 2022 LAP agreement approval meeting, and the several public (virtual and in-person) meetings earlier this year.

Most recently, Staff and FDOT discussed the project with the Board during their June 20, 2023 regular meeting. During that meeting, individuals presented positions ranging from continuing to pursue the Board approved bridge replacement to transferring the bridge to private ownership. In the end, the Board refrained from issuing a formal position differing from its original project approval and rather, asked Staff and FDOT to see if there were any other possible options to the intended replacement. Staff and FDOT worked with the design consultant and considered whether the current proposal could be redesigned and if there was some other option that had not been considered thus far.

With the current Granger Bridge configuration reduced to a safe single lane, low speed, traffic rated vehicle/pedestrian bridge; a narrower, shorter design just is not plausible. Increasing the bridge width to accommodate two lanes of traffic is also not considered reasonable given the publicized hope to further reduce the replacement bridge's perceived intrusion. Therefore, the final option to consider was to reduce the Granger Bridge to that of a non-vehicle pedestrian only design. Although this last option is viable, it comes at the sole expense of Taylor County taxpayers since the Federal LAP funding may only be spent/reimbursed for a replacement vehicle-capable Granger Bridge. The FDOT designer's estimated a pedestrian only option costing near \$1 million and well beyond the local funding available for such a limited self-funded option. See Attached Pedestrian Only Bridge Options.

In light of the various options and considerations, Staff recommends that the Granger Bridge replacement project under the terms and conditions of the Local Agency Program Agreement with FDOT, remains the most reasonable and responsible option available to effectively serve the present and future Citizenry of the Steinhatchee Community. All other options result in limited solutions with hometown financial burden. Lastly, with the PD&E phase complete, the design progress will begin incurring cost that will be deemed non-reimbursable if at some later juncture, the BOCC were to falter on the replacement bridge's pursuit. Therefore, Staff also recommends that the Board's assertion of its continued pursuit of the Granger Bridge replacement acknowledge the potential loss of project funding if Board's LAP agreement participation ends prematurely.

Absent this recommended approval and accompanying acknowledgement, FDOT will end this bridge replacement project and further require that the existing wooden Granger Bridge be physically and permanently closed/removed. In that scenario, not only will the Steinhatchee Community lose the long-term value of the Federally funded infrastructure investment and lose the secondary means of daily and emergency connectivity, Taylor County will also bear the physical and fiscal burden of all cost for bridge closure/removal and terminating the road approaching the bridge.

Options:

- 1) Confirm continued support of the FDOT LAP Reimbursement Agreement for the Granger Bridge replacement project including acknowledging potential loss of funding reimbursement.
- 2) Reject continued support of the FDOT LAP Reimbursement Agreement for the Granger Bridge replacement project, accept responsibility for the required Bridge closure/removal and state reasons for such rejection.
- 3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

FDOT Granger Bridge Project History and Status Pedestrian Only Alternative Current Bridge Condition

FDOT Project 437422-1 Granger Drive Bridge over Canal of Steinhatchee River

Overview

- 1. History of Bridge
- 2. Federal Bridge Replacement Fogram
- 3. NEPA Process
- 4. PD&E Study
- 5. Recommended Alternative

Early Construction of Bridge

- Constructed in 1989
- Length 29'
- 2- Span Bridge

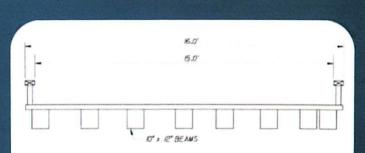
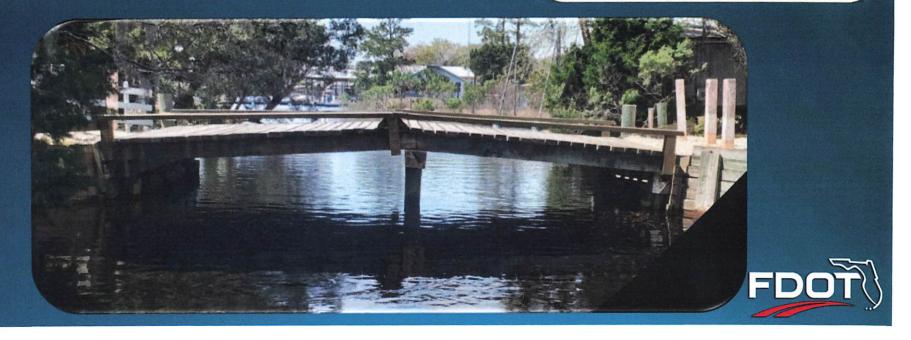


Figure 2-1: Existing Bridge Typical Section over Steinhatchee River



Inspection Report History



Photo 9: Element 206 - Bent 2 showing no bracing on south face of piles

• Health Index: 36.8

Sufficiency Rating 25.7



| County I | Board Meetings | او Einst و Einst و Minst و Lass و Saunch و Hicla Book Type (DOCC ; Date : 55/06/2019 ; Time; 6:0 | g p.m. |
|--|---|---|--|
| Bridge Close | A NUMBER OF STEINHATCHEE RESIDENTS APPEARED TO D | Books: 69 ; Minutess: 12 ; Meeting-Ty | |
| Discussion Meetings or | GRANGER ROAD BRIDGE, AND WHICH OPTION WOULD BE T VARIOUS PROBLEMS DISCUSSED WITH REGARDS TO GRANG 1. REPLACE THE BRIDGE AS IT NEEDS MORE CLEARAN HAIRMAN FEAGLE STATED THAT SHE FEELS MORE PEOPLE AIL DICKERT, A GRANGER ROAD RESIDENT, STATED THAT T | ER ROAD BRIDGE: ICE UNDERNEATH. ARE IN SUPPORT OF KEEPING | 9 NTY, FLORIDA, MET IN REGULAR |
| • Hearing hel | ASS (IN CASE OF A STALLED CAR, FOR INSTANCE), AND S HE VEGETATION REMOVED. THAT SHE WOULD LIKE TO SEE H UILD A NEW BRIDGE. | | , JIM MOODY, SEAN MURPHY AND Y ADMINISTRATOR, LAWANDA HA DURDEN, CLERK OF COURT, SHOP, WERE ALSO PRESENT. |
| Follow-up d 6/18/19, and | COMPLETE REMOVAL OF THE BRIDGE. FLOODING ISSUES, BUT NOT KEEPING THE BRIDGE IS A MISTAKE. MORE SIGNAGE NEEDED. | | BY PLEDGE OF ALLEGIANCE TO CHAIRMAN FEAGLE, AND BY COMMISSIONER PAGE, AND BY |
| | mously approved | UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED FOLLOWS: 1. REMOVE ITEM NO. 27., THE BOARD TO CONSIDE TO APPOINT CNE (1) MEMBER TO THE TAYLOR WATER | AGENDA FOR THIS DATE, AS |

FDOT

Federal Bridge Replacement Program

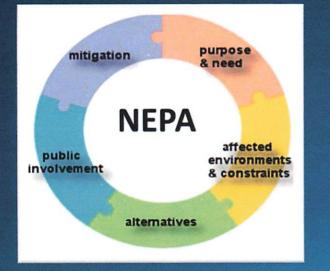
- FDOT receives \$22 Million annually
 - Covers Bridge Inspections, Scour Evaluations, and Load Ratings
 - 10% Contingency, with remaining for replacement projects
- FDOT reviews structurally deficient bridges in State
 - Applies bridge ranking formula to rank all bridges
 - Only the top 50 ranked bridges are shortlisted for consideration
- Pot of money is reduced as higher rated bridges are funded, until all funding is used
- Distributed money for projects not used is returned to the program and distributed to other projects in the program
- FDOT averages 4 bridges yearly
 - District 2 has received anywhere from 0-2 of these bridges a year
- In 2023, there are currently 232 Off-System Structurally Deficient Bridges in Florida
 - Only 1 bridge in District 2 was shortlisted
- In the past 10 years, this program and process has been used on 10 local bridges in Taylor County
 - Bridge No. 384006; CR 14A over Econfina River Bridge
 - Bridge No. 380070; CR 361B over Rocky Creek
 - Bridge No. 380064; CR 356C Fenholloway River Bridge
 - Bridge No. 380038; CR 361 over Cyprus Creek
 - Bridge Nos. 380037 & 380035; 2 Bridges over CR 361 over Spring Warrior Creek
 - Bridge No. 384029; Dennis Howell Road/CR 531 over Spring Warrior Creek
 - Bridge No. 380040; CR 361 over Clearwater Creek
 - Bridge No. 380068; CR 361 over Fish Creek

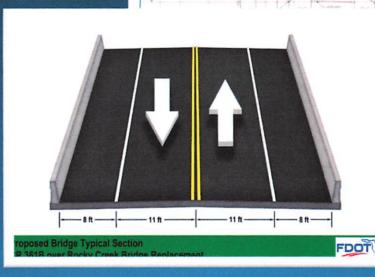


Taylor County, FL

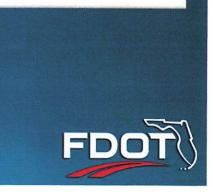
NEPA/PD&E Process

- National Environmental Policy Act
- · Class of Action
- · Project Description, Purpose and Need
- · Alternative Analysis
 - No-Build and Build Alternatives
- · Identify and Address environmental issues
- · Prepare technical studies and reports
- Public Involvement









ROADWAY PLAN / PROPILE

Purpose & Need for Project

• Purpose

- Identifies Primary Goals of Project
- Guides alternatives
- Purpose of this project is to determine best alternative to replace the Granger Drive Bridge

Need

- Identifies deficiencies, issues, and concerns
- Based on the bridge closure
- Notes from Commission meetings
 - Detour
 - Emergency services
 - Vessel traffic
 - Evacuation
 - Safety





FDO

all Significantly Boy



Photo 9: Element 206 - Bent 2 showing no bracing on south face of piles

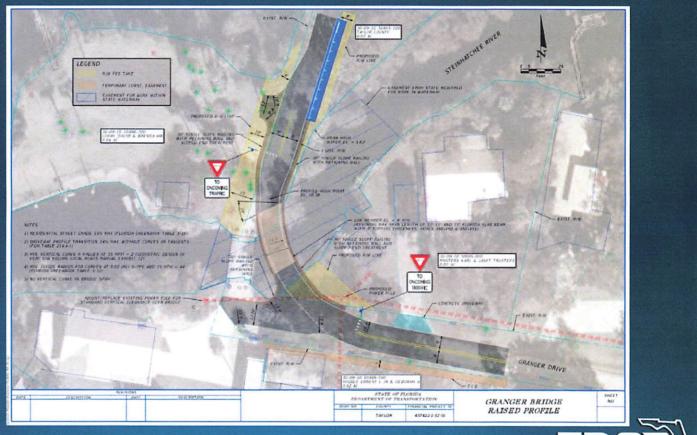
Alternatives Development – No-Build

- Two Alternatives analyzed
 - Build and No-Build
- No-Build Alternative
 - The "Do Nothing" alternative
 - Does not replace nor repair bridge
 - No environmental impacts
 - No Right-of-Way impacts
 - Does not meet the purpose and needs of the project



Alternatives Development – Build

- Alternatives Coordinated
 with County
- Design Manuals:
 - FDOT Design Manual
 - AASHTO Low Volume Road and Bridge Manual
 - Florida Greenbook
- Environmental Impacts Analyzed
- Right of Way impacts Analyzed
- Meets the Purpose and Need



Environmental Analysis

- Environmental Documents
 - Cultural Resource Survey
 - SHPO Concurrence on 03/02/2022
 - Natural Resource Evaluation
 - Estimated 0.022 ac Permanent Wetland Impacts
 - Estimated 0.123 ac Temporary Wetland Impacts
 - US Fish and Wildlife Concurrence
 - Contamination Screening
 - No Contamination Concerns other than treated timbers



| Technical Memorandum | | | | | | |
|--|------------------------|--|--|--|--|--|
| RE: Granger Drive Bridge Replacement FIN: FPN 437422-1 Natural Resources Evaluation Technical Memorandum - FINAL | ERS Job No.: 20074.08 | | | | | |
| To: Imran Ghani, P.E., AICP, Osiris 9 From: Ken Ceglady, ERS | Date: October 20, 2022 | | | | | |

ture number d within the study area is

Page 1 of 3

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standard

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 United States Code (US C.) § 237 and a Memoranuum of Understanding dated May 26. 2022, and executed by the Federal Highway Administration and FDOT.

INTRODUCTION

Project Overview

FDOT is conducting a Project Development and Environment (PD&E) Study for the replacement of the Granger Drive bridge over a branch of the Steinhaldhee River in Taylor County, Florida. This Study includes the preparation of a Natural Resources Evaluation (NRE) Technical Memorandum. The project study area boundary was provided by Osiris 9 Consulting (project engineer) and is depicted on Exhibit 1 (Appendix A).

Granger Drive is an unpaved residential road that crosses over a small branch of the Lower Steinhalche River via a narrow and low wooden bridge.



Figure 1. A view of the existing Granger Drive bridge looking to the northeast.

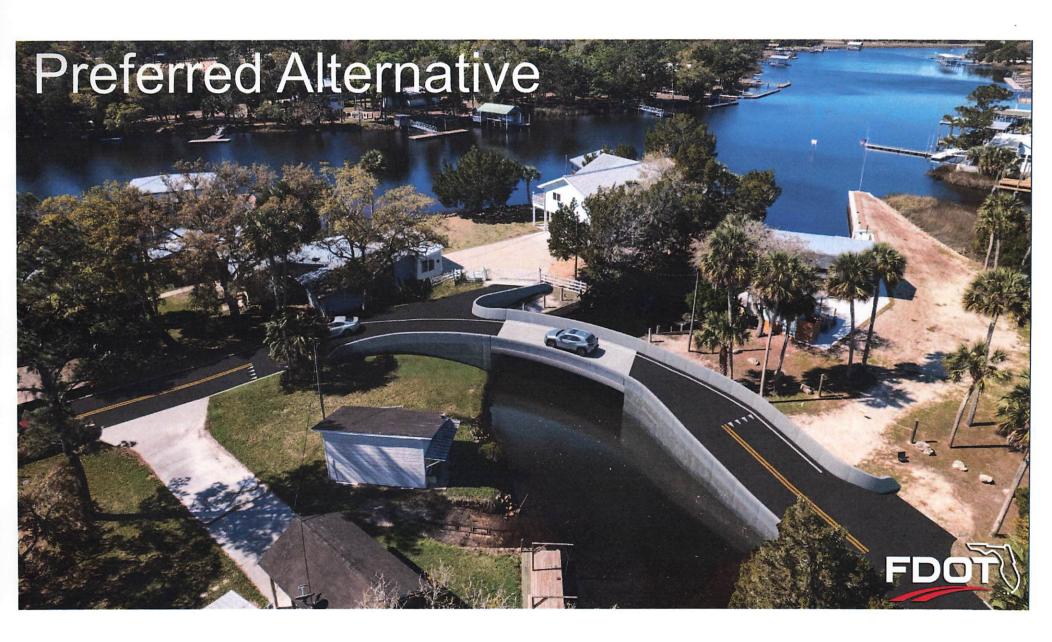


Public Involvement

- FDOT Public Meeting
 - Virtual Meeting held 02/28/2023
 - 22 registrants
 - 5 written questions
 - 6 registrants provided oral comments
 - In-Person Meeting held on 03/02/2023
 - 30 residents signed attendance roster
 - 11 oral comments
 - 4 written comments
 - 10-day comment period
 - 8 phone calls/voicemails received
 - · 12 emails received
 - · From all comments received
 - 11 supporting Bridge Concept
 - 9 Against Bridge Concept









Timber Pedestrian Bridge (Alt 1)

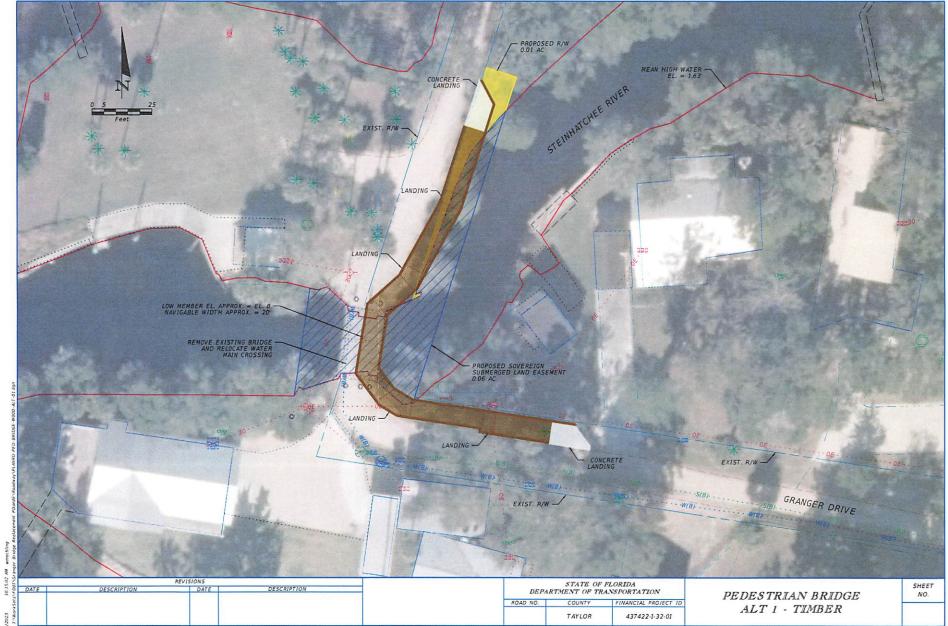
- Cost
 - Engineers Estimate = \$630K
 - All construction costs including removal of existing bridge
 - o ROW Estimates = \$0
 - o **Design = \$250K**
 - o CEI = \$190K
 - OVERALL TOTAL: \$1,070,000
- Right-of-Way
 - The proposed RW take from the east residential property was eliminated by reducing the pedestrian ramp width to 6.5' (between rails) at the pinch point adjacent to the southwest driveway exit
 - The only proposed RW now required is a 0.01 AC take from a parcel owned by Taylor County
- Access
 - Access to the southwest residential driveway is constrained to a passenger vehicle (no trailer)
 - The bridge is tight but feasible for a standard golf cart to cross the pedestrian bridge one-way at a time
- Miscellaneous
 - o Bridge span design allows the navigable width beneath the span to approx. 20 feet

Concrete Pedestrian Bridge (Alt 2)

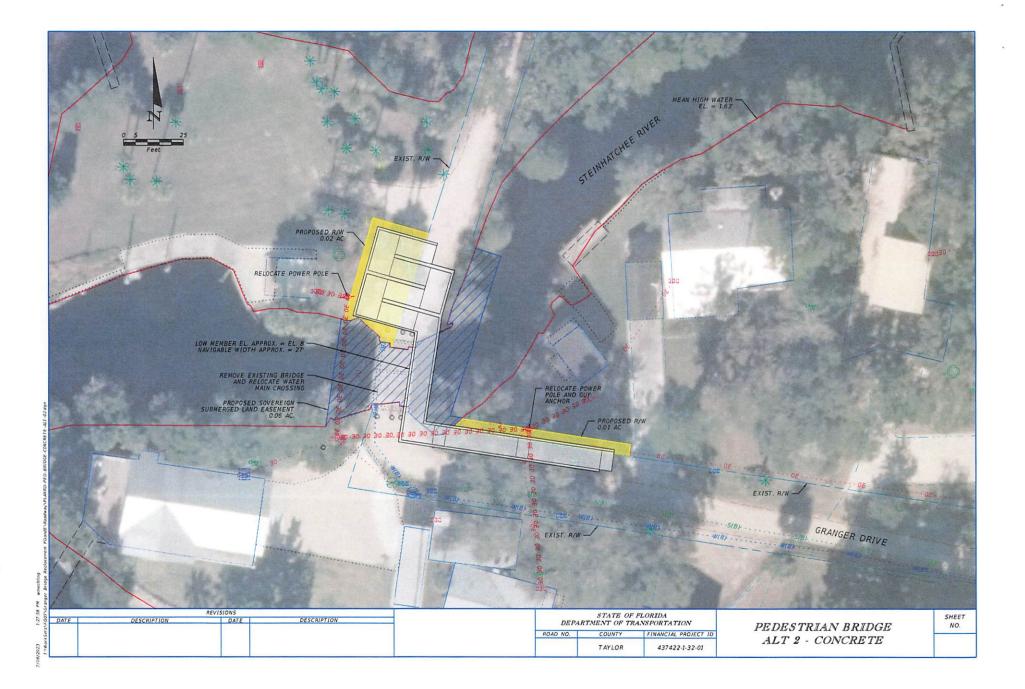
- Cost
 - Engineers Estimate = \$902K
 - All construction costs including removal of existing bridge
 - o ROW Estimates = \$194k
 - o **Design = \$250K**
 - o CEI = \$190K
 - o OVERALL: \$1,536,000
- Right-of-Way
 - It is possible to eliminate the proposed RW take from the east residential property by reducing the pedestrian ramp width similarly to the Alternative 1
- Access
 - Access to the southwest residential driveway is constrained to a passenger vehicle (no trailer)
 - o Pedestrian bridge does not accommodate a golf cart in this layout

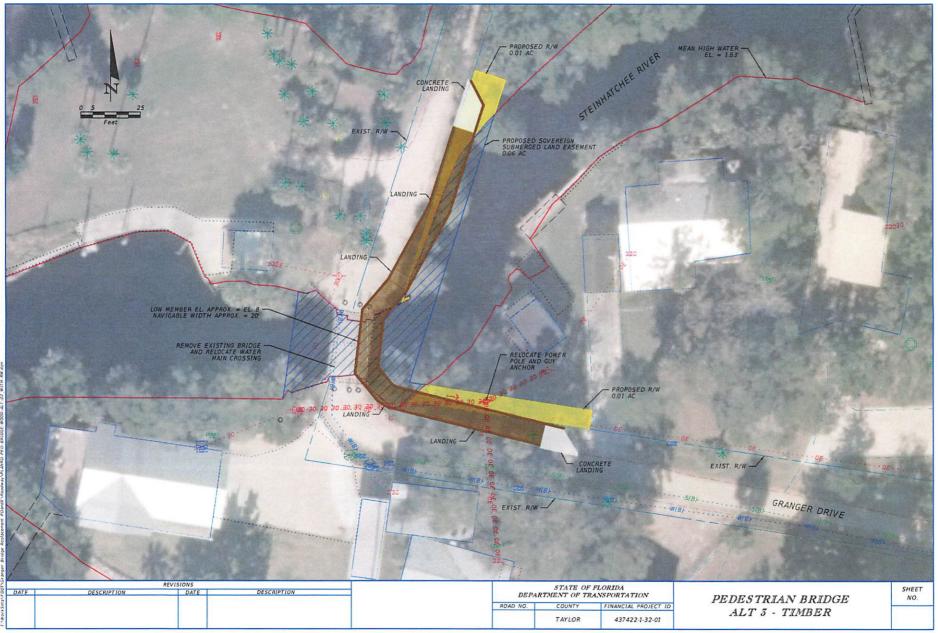
Timber Pedestrian Bridge (Alt 3)

- Cost
 - Engineers Estimate = \$630K
 - All construction costs including removal of existing bridge
 - o ROW Estimates = \$2,750
 - o Design = \$250K
 - CEI = \$190K



AM





Kenneth Dudley

| From: | Morgan, Melissa <melissa.morgan@dot.state.fl.us></melissa.morgan@dot.state.fl.us> |
|--------------|---|
| Sent: | Thursday, August 31, 2023 2:45 PM |
| То: | Kenneth Dudley; Sweat, Jared |
| Cc: | Brock, Michael; Driggers Jr., James; Hammock, Ross; Stone, Dale; Ouellette, Desirea; Findley, Ruth |
| Subject: | RE: Granger Pedestrian Bridge Updated Concepts, RW, and Costs |
| Attachments: | IMG_7980.jpeg; IMG_7978.jpeg; IMG_7976.jpeg |

Kenneth,

Attached are photos of Granger. The deck has been lifted 6 inches with debris present between the beams and caps. Heavy build up of drift and debris in the channel.

The bridge shall be closed to <u>all</u> public use immediately. We recommend removing the deck from service and barricading the area to prevent any and all access.

Melissa D. Morgan Florida Department of Transportation, District II 710 NW Lake Jeffery Road, Suite 202 Lake City, FL 32055-2621 P(386)961-7060 C(904)477-3712

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Tuesday, August 1, 2023 4:39 PM
To: Sweat, Jared <Jared.Sweat@dot.state.fl.us>
Cc: Brock, Michael <Michael.Brock@dot.state.fl.us>; Morgan, Melissa <Melissa.Morgan@dot.state.fl.us>; Driggers Jr., James <James.DriggersJr@dot.state.fl.us>
Subject: RE: Granger Pedestrian Bridge Updated Concepts, RW, and Costs

thx

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Sweat, Jared <<u>Jared.Sweat@dot.state.fl.us</u>> Sent: Tuesday, August 01, 2023 10:27 AM To: Kenneth Dudley <<u>county.engineer@taylorcountygov.com</u>> Cc: Brock, Michael <<u>Michael.Brock@dot.state.fl.us</u>>; Morgan, Melissa <<u>Melissa.Morgan@dot.state.fl.us</u>>; Driggers Jr., James <<u>James.DriggersJr@dot.state.fl.us</u>> Subject: RE: Granger Pedestrian Bridge Updated Concepts, RW, and Costs

Good morning,

Please find attached an overview regarding the three pedestrian options.







TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item SUBJECT/TITLE: Image: Subject with the state of the sta

Statement of Issue: The Board of County Commissioners approved the Florida Department of Law Enforcement Grant (#7G013) funded Design/Build Jail Housing and Rehab project with Allstate Construction.

Recommended Action: Approve the proposed Allstate Change Order for the Taylor County Jail Rehab and Housing Addition Design/Build project and fund such Change Order using Cost Center 0200 FY 23 remaining funds and FY 24 Reserves for Contingencies.

| Fiscal Impact: | FISCAL YR 2023/25 - \$85,470.00 |
|-------------------|---------------------------------|
| Budgeted Expense: | NO |
| Submitted By: | ENGINEERING DEPARTMENT |
| Contact: | COUNTY ENGINEER |

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Staff prepared a Design/Build request for proposals package for the Taylor County Jail Housing and Rehab project. On October 3, 2022, the Board received a sole Phase 1 Qualifications proposal from Allstate/CRA. After finding their Phase 1 submission acceptable, Allstate/CRA was directed to proceed with preparing and submitting a Phase 2 GMP proposal on or before October 21, 2022. With that proposal including both a price (\$6,660,813) and a time for completion (334 days) well beyond budgeted allowances, the Board agreed for Staff to proceed forward with negotiations and possible scope revisions. After several permutations, the project was eventually able to meet the FDLE Grant budget of \$4,617,500 and, once extended, the project timeline.

With only a smaller portion of the originally anticipated existing building rehabilitations included, the primary focus of plan review centered on the Housing Addition. It wasn't until after the project award that drawings and discussion of the existing facility Rehab specifics made their way into the submittals. Unfortunately, it became apparent that somewhere between the pre-bid walk through and the post award construction plan submittals, confusion entered between Staff's expectations and Allstate/CRA's cost inclusion. Staff and Allstate discussed the construction/cost discrepancy at length concerning what Allstate should have been aware of versus what Staff should have mentioned during submittal reviews. Those discussions resolved to recognize some level of shared responsibility and eventually resulted in an accepted cost involvement that largely reduced the requested Change Order amount from an initial \$145,361 request to the final \$85,470.00 amount.

Although discussions lowered the Change Order by nearly \$60,000, the project funding is presently limited to that of the FDLE Grant. Given the added value of the Holding Cell space renovations, Staff recommends that the BOCC approve the Change Order and further consider funding it using current unspent remaining Fiscal Year (FY 23) funds from Cost Center 0200 – County Jail/Inmate Medical (\$45,837.89) and the remaining portion from General Fund Reserves for Contingencies, Cost Center 9001-59900 (\$1,066,777.50). However, to avoid such a late season Budget Amendment, Staff suggests letting Cost Center 0200 FY 23 remaining funds roll forward and supplement Cost Center 0200 FY 24 balance versus going directly into Cash Carry Forward. Those monies, plus an amount from FY 24 Reserve for Contingencies, would be used to fully fund the \$85,470.00 Change Order.

Options:

- Approve the proposed Allstate Change Order for the Taylor County Jail Rehab and Housing Addition Design/Build project and fund such Change Order using Cost Center 0200 FY 23 remaining funds and FY 24 Reserves for Contingencies.
- 2) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Allstate Change Order Proposal



Revised September 15, 2023

Kenneth Dudley, P.E., County Engineer Taylor County Board of County Commissioners 201 East Green St. Perry, FL 32347 county.engineer@taylorcountygov.com

Re: Taylor County Jail - Housing Addition and Rehab Design-Build Improvement Project 2020-003-ENG

Kenneth, please find the following change order request that includes the first costs items for the modifications to Rooms #111, 134, & 135. As discussed, the specific scopes of work were not included in our executed contract and revised bid proposal, dated January 3, 2023.

The change proposal was revised, per our discussions of 09/15/2023, and the following items are now removed from the revised proposal:

- General Conditions
- Increase to Bonds & GL Insurance.

The above costs will be absorbed by Allstate Construction.

Change Order Request, First Costs, Value: **<u>\$85,470.00</u>**, per attached 3-pages dated 09/15/2023.

The following summarizes the added scopes of work:

- Room #111:
 - Utilizing existing door, frame, and hardware. The existing sidelight frames will be modified to receive the security mesh insert and to fully extend to the finish-floor elevation. Costs not included in this change order request.
 - o Demolition and pour-back of concrete slabs,
 - o Added plumbing water and sewer services.
 - o Added detention toilet and sink (Combo Unit) fixtures.
 - o Added vertical masonry plumbing chases.
 - o Replace existing light fixtures with new detention grade fixtures.
 - New CCTV cameras are not included.
 - o Added detention furnishings:
 - Single floor mounted bunk.
 - Single floor mounted desk
 - Single floor mounted desk chair / stool
 - All other room finishes to be per the approved contract documents, dated February 22, 2023.
- Room #134:
 - Added new door frame and added mesh front doors and mesh cell front panels.
 Costs not included in this change order request.
 - Added electronic locks at new door #D134. Costs not included in this change order request.
 - o Demolition and pour-back of concrete slabs,



- o Added plumbing water and sewer services.
- Added detention toilet and sink (Combo Unit) fixtures.
- o Added vertical masonry plumbing chases.
- o Replace existing light fixtures with new detention grade fixtures.
- New CCTV cameras are not included.
- o Added detention furnishings:
 - Single floor mounted bunk.
 - Single floor mounted desk
 - Single floor mounted desk chair / stool
- All other room finishes to be per the approved contract documents, dated February 22, 2023.
- Room #135:
 - Added new door frame and added mesh front doors and mesh cell front panels. Costs not included in this change order request.
 - Added electronic locks at new door #D135. Costs not included in this change order request.
 - o Demolition and pour-back of concrete slabs,
 - o Added plumbing water and sewer services.
 - o Added detention toilet and sink (Combo Unit) fixtures.
 - o Added vertical masonry plumbing chases.
 - o Replace existing light fixtures with new detention grade fixtures.
 - o New CCTV cameras are not included.
 - o Added detention furnishings:
 - Single floor mounted bunk.
 - Single floor mounted desk
 - Single floor mounted desk chair / stool
 - All other room finishes to be per the approved contract documents, dated February 22, 2023.

Allstate Construction and CRA are absorbing the costs associated with the desired mesh cell fronts, security doors and hardware. Additionally, to reduce the costs of this change order, we will forgo the added design and construction fees that are allowed per the terms of our contract.

We look forward to meeting with you as soon as possible to review and finalize the change order request.

Respectfully,

M. Scott Brewer, President Allstate Construction, Inc.

CC: David Fulghum, ACI Will Rutherford, CRA

ALLSTATE CONSTRUCTION, INC. SUMMARY OF ESTIMATE



| PROJECT: | Taylor County Jail Addition | DESCRIPTION: | Detention Equipme | ent A111, J | A134, A135 | | | 8/29/2023 | |
|-----------------|-----------------------------------|---------------------------|-------------------|----------------|------------|----|------------------------------------|------------|-------------|
| LOCATION: | LOCATION: Perry, FI | | Project Duration | Weeks | | | Prepared By: Project Size (SF): | Allstate C | onstruction |
| | | | Job Number 22 | | | | (Hoject Size (Si)) | | |
| CSI DIVISION | DESCRIPTION | | LABOR | | MATERIAL | | SUBCONTRACT | | TOTAL |
| 0 | CONSTRUCTION PHASE FEE | | \$ | - \$ | | | | \$ | |
| 1 | GENERAL CONDITIONS | | | . Tekstowe | | \$ | 2,250 | \$ | 2,250 |
| 2 | SITEWORK & DEMOLITION | | | | | s | 9,200 | \$ | 9,200 |
| 3 | CONCRETE | | | | | \$ | 20,650 | \$ | 20,650 |
| 4 | MASONRY | | | | | \$ | 7,000 | \$ | 7,000 |
| 5 | STRUCTURAL & MISC STEEL | | | | | \$ | | \$ | |
| 6 | CARPENTRY & MILLWORK | | | | | \$ | - | \$ | |
| 7 | THERMAL & MOISTURE PROTECTION | The second second second | | | | \$ | | \$ | |
| 8 | DOORS & WINDOWS | | | | | \$ | | \$ | |
| 9 | FINISHES | Ann ann an Anna Anna Anna | | Constanting of | | \$ | | \$ | |
| 10 | SPECIALTIES | | | | | \$ | | \$ | |
| 11 | EQUIPMENT | | | | | \$ | | \$ | |
| 12 | FURNISHINGS | | | | | \$ | 17,300 | \$ | 17,300 |
| 13 | SPECIAL CONTRUCTION | | | | | \$ | | \$ | |
| 14 | CONVEYING SYSTEMS | | | | | \$ | | \$ | |
| 15 | HVAC - PLUMBING - FIRE PROTECTION | | | | | \$ | 29,070 | \$ | 29,070 |
| 16 | ELECTRICAL | | | | | \$ | | \$ | |
| | TOTAL DIRECT COSTS | | \$ | - \$ | | \$ | 85,470 | \$ | 85,470 |

PROJECT SUMMARY

| 85,470 85,470 | \$ | LABOR MATERIAL SUBCONTRACT SUBTOTAL | | Cost Type | OST CODES |
|------------------|----------------|---|---|-----------|----------------------------|
| NIC | | 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - | Contingency | 0 | 01-002 |
| | ŝ | | | | |
| included above | | | SALES & USE TAX | M | |
| 85,470 | \$ | SUBTOTAL | | | |
| ÷ | | | GEN. LIABILITY BUILDERS RISK P&P BOND | M | 01-600 01-600 01-600 |
| | \$ \$ \$ | | Design Service & OH&P | 0 | 01-001 |

TOTAL \$

85,470

| ALTERNATES | ALTER | ALTERNATES | | |
|------------|---------|------------|--|--|
| | \$ - | | | |
| | \$ • | | | |
| | | | | |
| | | | | |
| | | | | |

Allstate Construction, Inc.

MSB Taylor Jail COR R1 2022 0915.xlsm



6

| ry, Fl | Jan | Addition | 1 | Detention Equipment A1 Project Durati Job Numb | ion Weeks | Pro | Date: Prepared By: bject Size (SF): | 08/2 state C |
|--|---|---|---|--|---|---|--|-----------------|
| ST.CODES | Cost Type | DESCRIPTION | QTY UN | LABOR UNIT TOTAL | MATERIAL | SU DTAL UNIT | SALUE FOR THE COMPANY OF THE OWNER. | тота |
| 01-662 | 1 | CONSTRUCTION PHASE FEE Project Manager | - wk • | 1,800.00 \$ - | | | | |
| 01-664 | L | Superintendent | - wk * | 2,000.00 \$ - | | | | |
| 01-660 | L | Project Engineer | wk * | 820.00 \$ - | | | 2 | |
| 01-652 | L | OA/ Accounting/ Clerical | - wk * | 565.00 \$ - | | | s | |
| 01-511 | | 0 | | \$ | <u>s</u> .s | | \$ | |
| and the second second | M | Communications - Mobile Phone Communications - Hot Spot / Jet Pack | - wk - wk | | \$ 25.00 \$ | et. And the state | \$ | |
| | M | Communications - Tablet | - wk | | \$ 25.00 \$ \$ 25.00 \$ | • | 5 | |
| - | | | | s . | 3 25.00 | | ÷ | |
| 01-006 | L | Payroll Burden | - % | s . | | | 5 | |
| | | CONSTRUCTION PHASE FEE | | s - | \$ | | s - s | |
| | | CONSTRUCTION PHASE FEE TRAVEL/ VEHICLE | | | | | | P. Contract |
| 01-750 | | Mileage (PM) | - mi | | \$ 0.560 \$ | | \$ | |
| | M | Mileage (Superintendant) | - mi | | \$ 0.56 \$ | | \$ | |
| and a state of the | M M | Per Diem (Field) Per Diem (Office) | - day | | \$ 40.00 \$ | | 5 | |
| | M | Company Truck Allowance - PM | - day - wk | | \$ 120.00 \$ | | | |
| and the second second | M | Company Vehicle Allowance- Super | - MO | s - | \$ 600.00 \$ | | | |
| | | | | s - | \$ | | s - s | |
| | | | international and second states in | s and a | \$ | | \$ - \$ | |
| | | FACILITIES | | | | | | |
| 01-542 | | Office Trailer | wk | | \$ 75.00 \$ | - | \$ | |
| | S S | Trailer Setup & Freight In/Out | - ea | | | \$ 800.00 | s - 5 | |
| and the second second second second | S | Project Signage Temporary Electrical - Connection | - ls - ls | | | \$ 500.00 | A CONTRACTOR OF THE OWNER OF THE | |
| and the other states of the second states of the second states of the second states of the second states of the | M | Temporary HVAC - Service | - MO | | • \$ 4,000.00 \$ | \$ 400.00 | · · · · · · · · · · · · · · · · · · · | |
| 01-515 | S | Temporary Water - Connection | - Is | | | \$ 500.00 | | |
| and the second se | | Temporary Water - Service | and the second se | | | | and the set of the other set of the set of t | |
| | М | | - wk | | \$ 25.00 \$ | - | • - • | |
| 01-610 | м | Water, Ice, Cups | - wk | | \$ 25.00 \$ | - | | |
| 01-610 01-555 | M M | Office Supplies | - wk - wk | | A CONTRACTOR OF THE OWNER OWN | | , , , , , , , , , , , , , , , , , , , | |
| 01-610 01-555 01-552 | M M M | Office Supplies Office Furnishings | - wk - wk Is | | \$ 25.00 \$ 25.00 \$ \$ | | \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 | M M M M | Office Supplies Office Furnishings Office Equipment | - wk - wk Is - wk | | \$ 25.00 \$ 25.00 \$ \$ \$ 50.00 \$ | - - - - | s - 5 5 5 5 | |
| 01-610 01-555 01-552 01-550 01-624 | M M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables | - wk - wk Is | | \$ 25.00 \$ 25.00 \$ \$ | | * * * * * | |
| 01-610 01-555 01-552 01-550 01-624 01-535 | M M M M | Office Supplies Office Furnishings Office Equipment | - wk - wk Is - wk - wk | | \$ 25.00 \$ 25.00 \$ \$ \$ 50.00 \$ | - - - - - - - - - - - - - - - - - - - | * * * * * | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 | M M M M S S M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment | - wk - wk Is - wk - wk - LS | | \$ 25.00 \$ 25.00 \$ \$ \$ 50.00 \$ | | * * * * * | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 01-513 | M M M M S S M S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet | - wk - wk Is - wk - wk - LS - haul | | \$ 25.00 25.00 \$ \$ \$ 50.00 \$ \$ 75.00 \$ | - - - - - - - - - - - - - - - - - - - | * * * * * | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 01-513 01-050 | M M M M S S M S S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) | - wk - wk Is - wk - wk - LS - haul - wk - wk - us | | \$ 25.00 25.00 \$ \$ 50.00 \$ 75.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | \$ 736.00 \$ 700.00 \$ 2,500.00 | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 01-513 01-050 | M M M M S S M S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet | - wk - wk Is - wk - wk - LS - LS - haul - wk | \$. \$ \$ | \$ 25.00 25.00 \$ \$ \$ 50.00 \$ \$ 75.00 \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 01-513 01-050 | M M M M S S M S S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) | - wk - wk Is - wk - wk - LS - haul - wk - wk - us | Contraction of the Contraction o | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 01-513 01-050 | M M M M S S M S S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection | - wk - wk Is - wk - wk - LS - haul - wk - wk - us | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-624 01-628 01-635 01-633 01-531 01-050 01-531 | M M M M S S M S S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES | - wk - wk Is - wk - wk - LS - haul - wk - wk - us | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-634 01-634 01-513 01-050 01-531 01-531 | M M M M S S S S S S S O M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstructon Services FedEx / Courier / Postage | - wk - wk Is - wk - wk - LS - haul - wk - LS - haul - ks - ks - ks - wk | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-552 01-624 01-634 01-634 01-634 01-503 01-531 01-050 01-531 | M M M M M S S M S S S O M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruciton Services FedEx / Courier / Postage Prints & Copying | - wk - wk Is - wk - wk - LS - haul - wk - Is Is - Is - Is - wk - Mn | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-634 01-634 01-634 01-503 01-531 01-550 01-531 01-550 01-531 01-010 01-709 01-710 01-711 | M M M M S S M S S S O M M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruction Services FedEx / Courier / Postage Prints & Copying Bid Advertisement | - wk - wk Is - wk - wk - LS - haul - wk - ls Is Is - ls - ls - ls - ls - ls - ls - ls - ls - wk | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 50.00 \$ 75.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | |
| 01-610 01-555 01-552 01-550 01-624 01-634 01-634 01-528 01-513 01-050 01-531 01-531 01-531 01-531 01-531 01-531 01-710 01-710 01-711 01-617 | M M M M M S S M S S S O M M S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruciton Services FedEx / Courier / Postage Prints & Copying Bid Advertisement Jobsite Cleanup | - wk - wk Is - wk - wk - LS - haul - wk - ls Is Is Is - wk - s - ls - s - ls - s - ls - s - ls - s - s - s - s - s - s - s - | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-513 01-050 01-050 01-531 01-050 01-531 01-050 01-710 01-710 01-711 01-617 01-712 | M M M M M M M M M M M M M M M M M M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruciton Services FedEx / Courter / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning | - wk - wk Is wk - wk - LS - haul - kk - Is Is Is Is - Is - s - sf | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-528 01-513 01-050 01-531 01-050 01-531 01-531 01-531 01-531 01-531 01-710 01-710 01-712 01-380 | M M M M M S S M S S S O M M S | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruction Services FedEx / Courier / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning Photographs | - wk - wk Is - wk - wk - LS - haul - LS - haul - wk - Is Is Is Is - Is - Is - Is - sf - 00 wk | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-634 01-634 01-531 01-050 01-531 01-050 01-531 01-050 01-531 01-710 01-710 01-710 01-711 01-711 01-712 01-380 01-725 | M M M M M S S M S S S O M M S S M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruciton Services FedEx / Courter / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning | - wk - wk Is wk - wk - LS - haul - kk - Is Is Is Is - Is - s - sf | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-524 01-524 01-535 01-634 01-535 01-650 01-531 01-050 01-531 01-050 01-710 01-710 01-710 01-711 01-617 01-712 01-380 01-712 01-380 01-712 01-410 | M M M M S S M S S O M M M S S B | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruction Services FedEx / Courier / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning Photographs Permits (Allowance) Testing Worker Comp/General Liability/Umbrelia | - wk - wk Is - wk - wk - LS - haul - kk - LS - haul - kk - ls - ls - ls - wk - ls - mk - sf - wk - ls | 5 - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-513 01-050 01-513 01-050 01-513 01-050 01-511 01-517 01-710 01-710 01-711 01-617 01-712 01-380 01-725 01-410 01-006 | M M M M M M M M M M M M M M M M M M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruction Services FedEx / Courier / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning Photographs Permits (Allowance) Testing Worker Comp/General Liability/Umbrella Safety Training / Training | - wk - wk Is - wk - wk - LS - haul - k - LS - haul - wk - Is Is Is - Is - Is | <u>\$</u> - <u>5</u> - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ \$ 25.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| 01-610 01-555 01-552 01-550 01-624 01-634 01-634 01-531 01-050 01-531 01-531 01-531 01-531 01-531 01-709 01-710 01-710 01-712 01-712 01-712 01-712 01-712 01-712 01-712 01-725 01-410 01-006 01-006 01-050 | M M M M M M M M M M M M M M M M M M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruction Services FedEx / Courier / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning Photographs Permits (Allowance) Testing Worker Comp/General Liability/Umbrelia Safety Training / Training Underground imaging/Utility locate | - wk - wk Is - wk - wk - LS - haul - k - LS - haul - wk - IS Is Is - IS - wk - IS - wk - IS - wk - IS - NO - IS - NO - IS - WK - IS - NO - IS - NO - IS - NO - IS - WK - IS - IS | <u>s</u> - <u>s</u> - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 5 \$ 25.00 \$ 5 \$ 25.00 \$ 5 \$ 25.00 \$ 5 \$ 5 \$ 25.00 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 | - - - - - - - - - - - - - - | \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | 1, |
| 01-610 01-555 01-552 01-550 01-624 01-535 01-634 01-513 01-050 01-513 01-050 01-511 01-510 01-710 01-710 01-711 01-711 01-712 01-380 01-725 01-406 01-006 | M M M M M M M M M M M M M M M M M M M | Office Supplies Office Furnishings Office Equipment Small Tools & Consumables Temp. Fencing / Barricades / Dust Walls Waste Disposal / Hauling / Dump Fees Safety Supplies & Equipment Jobsite Toilet Allowance for GPR (Ground Penetrating Radar) Safety - Jobsite Inspection FACILITIES MISC EXPENSES Presonstruction Services FedEx / Courier / Postage Prints & Copying Bid Advertisement Jobsite Cleanup Final Cleaning Photographs Permits (Allowance) Testing Worker Comp/General Liability/Umbrella Safety Training / Training | - wk - wk Is - wk - wk - LS - haul - k - LS - haul - wk - Is Is Is - Is - Is | <u>\$</u> - <u>5</u> - | \$ 25.00 25.00 \$ 50.00 \$ 75.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 3 \$ 3 \$ 3 \$ 3 \$ 5 \$ 25.00 \$ 3 \$ 5 \$ 5 \$ 5 \$ 25.00 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 | - - - - - - - - - - - - - - | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |

ALLSTATE CONSTRUCTION, INC. ESTIMATE DETAIL



| | | Project D | uration Number | 22-1865 | Weeks | By: Alls | tate Construction |
|---------------|--|--|----------------------------|--|---|--|---------------------------------------|
| DES Cost Type | DESCRIPTION | QUANTITY | UNIT | UNIT COST | SUB NAME | MBE | TOTAL |
| | PROJECT GENRAL REQUIRMENTS | | A St. and | | | \$ | |
| | SITEWORK & DEMOLITION | | | | | | |
| | Cut Concrete in A111 for Plumbing Cut Wall for New Door/Mesh Front in A111 | 1 | LS LS | 3,500.00 | Tri - State Demo Tri - State Demo | \$ S | 3,5 |
| | Cut Wall for Plumbing Chase Wall Room 111 | 1 | LS | | Tri - State Demo | 5 | 1,0 |
| | Cut Concrete in A134 & A135 for Plumbing | the standard local state of the second state | LS LS | | Tri - State Demo Tri - State Demo | S | 3,5 |
| | Cut Wall for New Door/Mesh Fronts A134 & A135 Cut Out 4' Wall between A134 & A135 | - 1 | LS | | Tri - State Demo | S | 1,2 |
| | SITEWORK & DEMOLITION | | | | | \$ | 9,2 |
| | CONCRETE | | | | | | |
| | Plumbing Ditch Pour-backs for Rooms A111, A134, A135 | | LS | 5,000.00 | | 5 | 5,0 |
| | Form & Place Structural Concrete Beam above A134 & A135 | 1 | LS | 15,650.00 | Wilson Concrete | 5 | 15,6 |
| | | | | | | \$ | 1 |
| | | | | | Lange Contraction of the local distribution | 5 | |
| and a supply | CONCRETE | | | | | > | 20,6 |
| | MASONRY Build Plumbing Chase Wall in A111 | 1 | LS | 3 500 00 | Shane Rivenback | s | 3,5 |
| | Build Plumbing Chase Wall in A134 & A135 | | LS | | Shane Rivenback | \$ | 3,5 |
| | | | | and silteration | | 5 | |
| | MASONRY | | | | | 3 | 7,0 |
| | | | | | | S | |
| | STRUCTURAL & MISC STEEL | | | | | | |
| | CARPENTRY & MILLWORK | | | | | | |
| | THERMAL & MOISTURE PROTECTION | | | | | \$ | |
| | DOORS & WINDOWS | San States | STREET, STREET, ST | | | \$ | |
| | | | | | | | |
| | FINISHES | | | | | 5 | |
| | FINISHES SPECIALTIES | | | | | \$ | |
| | SPECIALTIES | | | | | \$ \$ \$ | |
| | SPECIALTIES EQUIPMENT | | | | | | |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 | | LS | 12,500.00 | CA Owens | \$ | 12, |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. | - | | | Not Included in this Change | \$ | 12, |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 | - | LS | 12,500.00 | Not Included in this Change | \$ | 12, 4,i |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS | - | | | Not Included in this Change | \$ | 12,1 4,1 17,5 |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION | - | | | Not Included in this Change | 9 9 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | 12,1 4,1 17,1 |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS | - | | | Not Included in this Change | s e s s s | 12,, <u>4,</u> 17,, |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION | - | | | Not Included in this Change | s e s s s | 12,1 4,1 17,5 |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Rooms A134 & A135 | | LS | 4,800.00 | Not Included in this Change | s e s s s | 12,1 4,1 17,5 |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION | | LS | 4,800.00 | Not Included in this Change | \$ e \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 12,1 4,1 17,5 |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Rooms A134 & A135 | | LS | 4,800.00 4,800.00 15,578.66 13,491.34 | Not Included in this Change | \$ e \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 12,1 4,1 17,: 15,1 13,1 |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Rooms A134 & A135 Plumbing - Room A111 | | LS LS LS | 4,800.00 4,800.00 15,578.66 13,491.34 | Anderson Plumbing Anderson Plumbing | s s s s s s s s s s s s s s | 12,1 4,1 17,: 15,1 13,: |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Rooms A134 & A135 Plumbing - Room A111 Replace (4) Supply & (1) return Grill with Security Grills | | LS LS LS | 4,800.00 4,800.00 15,578.66 13,491.34 | Anderson Plumbing Anderson Plumbing | 0 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | 12, 4, 17, 15, 13, |
| | SPECIALTIES EQUIPMENT EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Coll Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Room A111 Replace (4) Supply & (1) return Grill with Security Grills HVAC - PLUMBING - FIRE PROTECTION HVAC - PLUMBING - FIRE PROTECTION | | LS LS LS | 4,800.00 4,800.00 15,578.66 13,491.34 | Anderson Plumbing Anderson Plumbing | s s s s s s s s s s s s s s s s s s s | 12, 4, 17, 15, 13, |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Rooms A134 & A135 Plumbing - Room A111 Replace (4) Supply & (1) return Grill with Security Grills | | LS LS LS | 4,800.00 4,800.00 15,578.66 13,491.34 | Anderson Plumbing Anderson Plumbing | s s s s s s s s s s s s s s s s s s s | 12, 4, 17, 15, 13, 29, |
| | SPECIALTIES EQUIPMENT EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Coll Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Room A111 Replace (4) Supply & (1) return Grill with Security Grills HVAC - PLUMBING - FIRE PROTECTION HVAC - PLUMBING - FIRE PROTECTION | | LS LS LS | 4,800.00 4,800.00 15,578.60 13,491.34 2,133.45 | Anderson Plumbing Anderson Plumbing | S S S S S S S S S S S S S S S S S S S | 12, 4, 17, 15, 13, 29, |
| | SPECIALTIES EQUIPMENT FURNISHINGS Detention Equipment / Furnishings Rooms A111, A134, A135 Mesh Cell Fronts & Security Doors are added at no costs to the Owner. Added New Door & Hardware #124 FURNISHINGS SPECIAL CONSTRUCTION CONVEYING SYSTEMS HVAC - PLUMBING - FIRE PROTECTION Plumbing - Room A134 & A135 Plumbing - Room A111 Replace (4) Supply & (1) return Grill with Security Grills HVAC - PLUMBING - FIRE PROTECTION ELECTRICAL | | LS LS LS LS LS | 4,800.00 4,800.00 15,578.60 13,491.34 2,133.45 | Not Included in this Change Anderson Plumbing Anderson Plumbing Kelly Brothers | s s s s s s s s s s s s s s s s s s s | 12, 4, 17, 15, 13, 29, |

CLARIFICATIONS AND EXCEPTIONS:



.

| | | | Detention Equipment A111, A134, A135 | | | | Date: By: A | 08/29/23 |
|------------|--|-------------|--------------------------------------|------|-----------|----------|----------------|----------|
| | Project Duration Job Number 22-1865 | | | | | | 1 | |
| COST CODES | Cost Type | DESCRIPTION | QUANTITY | UNIT | UNIT COST | SUB NAME | MBE | TOTAL |
| | | | | | | | | |
| | | | | | | | | |
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| IAI | LOR COUNTY BOARD OF COMMISSIONERS |
|----------------------|---|
| SUBJECT/TITLE: | County Commission Agenda Item Board to review and approve grant pre- application and required support documents to the Federal Aviation Administration (FAA) requesting funding assistance for the Apron Lighting Project (Construction Phase) at Perry Foley Airport. |
| MEETING DATE RE | QUESTED: October 2, 2023 |
| Statement of Issue: | Board to review and approve grant pre-application and required support documents to FAA requesting FAA BIL AIG funds in the amount of \$331,650 for the Apron Lighting Project (Construction Phase) at Perry Foley Airport. If FAA approves the pre-application, the actual grant application will be submitted in April 2024. |
| Recommended Acti | on: Approve grant pre-application to FAA. |
| Fiscal Impact: | The County is requesting funding assistance from FAA in the amount of \$331,650. The County has executed a grant agreement in the amount of \$36,850 from FDOT for the project. The County will not be providing a match. |
| Budgeted Expense: | Not applicable at this time as the actual grant application will not be submitted to FAA until April 2024. The FDOT grant funds for the match have been budgeted for FY 2023- 2024. |
| Submitted By: | Melody Cox, Grant Writer |
| Contact: | Melody Cox |
| <u>s</u> | UPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts & Iss | ues: FAA funded the design phase of the Apron Lighting Project, and the County is requesting funding assistance in the amount of \$331,650 for the construction phase of the lighting project. If the pre-application is approved by FAA, the actual grant application will be submitted in April 2024. |
| Attachments: | Pre-Application for funding assistance using FAA BIL AIG funds and support documents. |

JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Peny, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 26, 2023

Mr. Stephen Wilson Planner Federal Aviation Administration Orlando Airports District Office SouthPark Building 8427 SouthPark Circle, Suite 524 Orlando, FL 32819

Subject: Perry Foley Airport; Perry, Florida FY 2024 Airport Improvement Program

Dear Mr. Wilson,

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2024 AIP pre-application for the following project:

1. Apron Lighting (Construction Phase)

The following items are enclosed for the above project in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
 - o Description and Justification (scope of work for planning or environmental projects)
 - o Project Funding
 - o Project Preliminary Checklist
 - Proposed Project Schedule
 - o Project Sketch
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting \$331,650.00 in FAA BIL AIG funds. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project. An application based on bids is expected to be submitted to the ADO by mid-April or the established deadline issued by your office.

Sincerely,

Jamie English Chairman

| Projec | t No. 1: Detailed Proje Airport Improvement F | | eet |
|--|---|--|---|
| Airport : F | erry Foley Airport (FPY) | | |
| City, ST: F | erry, Florida | | |
| DUNS / TAX ID No. 0 | 65887796 / 59-6000879 | | |
| SAM Expiration Date: | | | |
| | pron Lighting (Construct | ion Phase) | |
| This project will provide bid approximately seven apron sod along the east, north, an These lights are needed to pr aircraft tie-downs, terminal, Project Justification: The general aviation apron h lights are needed to provide | ights (including lights, po d west edges of the gener ovide adequate light level and commercial and t-ha | oles, cable, conduit, ral aviation apron at s over the apron, inc ingars, for aircraft m nodate night aircraft | panels, controls, and Perry Foley Airport. luding the fuel farm, lovements at night, movements. These |
| Was this project in the airport's eligible/justified in the FAA's A | irport Capital Improveme | • • | |
| Special Circumstances (che | ck if applicable to the | project): | |
| Force Account Servic Mods. To Standards AIP eligible & non-eligible | Design-buil | dor CMR 🗌 [E | Enter Other] Enter Other] Enter Other] |
| None. | | | |
| · · · · · · · · · · · · · · · · · · · | | | |
| Project Funding: | | | |
| Total Cost (100%) | FAA Share (90%) | State (10%) | Local (0%) |
| \$368,500.00 | \$331,650.00 | \$36,850.00 | \$0 |
| | | | |
| Туре | of Funding Proposed (| FAA Share Only) | |
| Fund Type | Funds Available | Funds to be Used | Funds Remaining |

\$ 336,000

\$ 336,000

Alternate Funding Plan:

NP2023 BIL AIG

Total

Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

\$

\$

331,650

331,650

\$ 4,350,00

\$ 4,350.00

Project Cost Estimate Breakdown:

| Apron Lighting (Construction Phase) | | | Cost (100%) | | | AA (90%) |
|-------------------------------------|-----------------|---------------|-------------|------------|----|------------|
| Construction | | | \$ | 303,500.00 | \$ | 273,150.00 |
| Professional Services | | | \$ | 65,000.00 | \$ | 58,500.00 |
| | Subtotal Amount | | \$ | 368,500.00 | \$ | 331,650.00 |
| Total Estimated Project Cost (100%) | | \$ 368,500.00 | | | | |
| Total FAA Share Cost (90%) | | \$ 3 | 331,65 | 0.00 | | |

*NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.

| AIP Document Pre-requisites | Dates | | |
|--|------------|-------|--|
| Date of FAA Approved ALP | 8/15 | /2017 | |
| Date of last 5010, Airport Master Record verification for data corrections. | 12/30/2022 | | |
| Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion | 8/15/2017 | | |
| Date of Environmental Determination | On Going | | |
| Date of last Airport Pavement Maintenance Program. | 6/2/2021 | | |
| Date of Land Acquisition (if applicable) | N/A | | |
| Impacts to FAA Facilities | Yes | No | |
| Does the project impact FAA facilities? | | | |

Project #1: Apron Lighting (Construction Phase)

PROPOSED PROJECT SCHEDULE

| Proposed Project Schedule: | <u>Dates:</u> |
|--|---------------|
| Selection of Consultant | 11/28/2022 |
| Pre-Application Submittal to FAA ADO Planner | 10/18/2023 |
| Pre-design Conference | 4/1/2023 |
| CSPP and Airspace Coordination in iOE/AAA1 | 2/1/2024 |
| Completion of Plans, Specifications and Engineers Report | 2/1/2024 |
| Submit Plans and Specs to FAA ² | 2/1/2024 |
| Advertisement of Project for Bids | 2/15/2024 |
| Bid Opening | 3/15/2024 |
| Bid Tabulation Submittal and Recommendation of Award | 3/16/2024 |
| Application Submittal to FAA ADO Engineer | 4/1/2024 |
| Grant Offer | 5/1/2024 |
| Execution of FAA Grant | 6/1/2024 |
| Pre-construction Conference | 7/1/2024 |
| Notice to Proceed to Contractor ³ | 7/1/2024 |
| Substantial Completion of Construction | 11/1/2024 |
| Final Inspection | 11/15/2024 |
| Project Close-Out ⁴ | 1/15/2025 |

= To be coordinated with the ADO Engineer <u>prior</u> to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

Program Budget Apron Lighting Perry-Foley Airport

9-26-2023

Apron Lighting

| ITEM NUMBER | BID ITEM | ITEN | DESCRIPTION | UNIT | ESTIMA QUAN | | | UNIT PRICE | EXTENDED TOTAL |
|----------------|-----------------|----------------------------|-------------|------|----------------|---|-----|------------|-------------------|
| 1 | C-105-1 | MOBILIZATION | | LS | | 1 | \$ | 30,000.00 | \$ 30,000.00 |
| 2 | L-100-1 | 120-FT HIGH MAST LIGHTS | | EA | | 7 | \$ | 30,000.00 | \$ 210,000.00 |
| 3 | L-100-2 | ELECTRICAL CONTROLS AND CA | 身山NG | LS | | 1 | \$ | 55,000.00 | \$ 55,000.00 |
| 4 | T-904-1 | SODDING, BAHIA ARGENTINA | | ى | | 1 | \$ | 8,500.00 | \$ 8,500.00 |
| | | | | | | | Sul | bTotal: | \$ 303,500.00 |

| Construction Total: | \$ 303,500.00 |
|----------------------------|------------------|
| Professional Services: | \$ 65,000.00 |
| Total Project Cost: | \$ 368,500.00 |
| FAA: | \$ 331,650.00 |
| FDOT: | \$ 36,850.00 |
| · | \$ 368,500.00 |

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Federal Aviation Administration (FAA) Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

| Airport: | Perry Foley Airport |
|---------------------------|------------------------|
| Sponsor: | Taylor County, Florida |
| City, State: | Perry, Florida |
| Date of Pre- Application: | September 26, 2023 |

We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)

Items Required with Pre-application (select N/A only if applicable to the project)

| No. | Document | Yes | N/A |
|-----|--|-------------|-------------|
| 1. | Cover Letter | | |
| 2. | Detailed Project Information Sheet (per project item) | | |
| a. | Project Description and Justification (for Planning or Environmental Projects include Scope of Work) | | |
| b. | Special Circumstances | | \boxtimes |
| с. | Project Funding (be aware of your federal funding entitlement dollars) | | |
| d. | Project Cost Estimate | | |
| e. | Project Preliminary Checklist | \boxtimes | |
| f. | Proposed Project Schedule | \boxtimes | |
| g. | Project Sketch | \boxtimes | |
| 3. | Environmental Determination Documentation (per project item) | \boxtimes | |

Jamie English

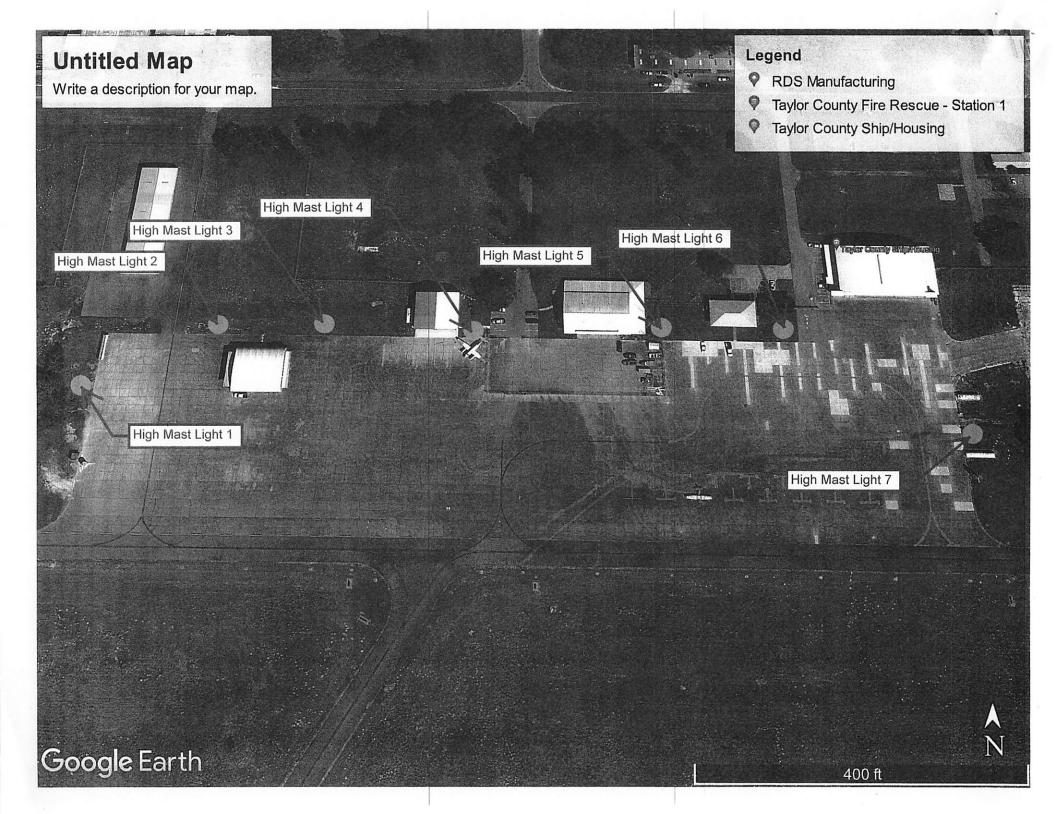
Sponsor's Designated Official Representative (Type or Print)

September 26, 2023

Sponsor's Designated Official Representative (Signature)

Date

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.



FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: _____ Apron Lighting (Construction Phase)

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action. 5-6 3(b)

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A CATEX should not be used for a segment or an interdependent part of a larger proposed action. Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are NOT likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

-An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;

-An impact on properties protected under Section 4(f):

-An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);

-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;

-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;

An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);

-An impact on noise levels of noise sensitive areas;

-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;

-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;

-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.

-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or

-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

| | September 26, 2023 |
|---|--------------------|
| Signature of Authorized Airport Representative | Date |
| FAA Determination (signature of Program Manager): | |
| Categorically Excluded: | Date: |
| Requires further environmental analysis: | Date: |
| Final 7-8-2016 | |

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Foley Airport

Prepared and certified by: __________John Collins, P.E.

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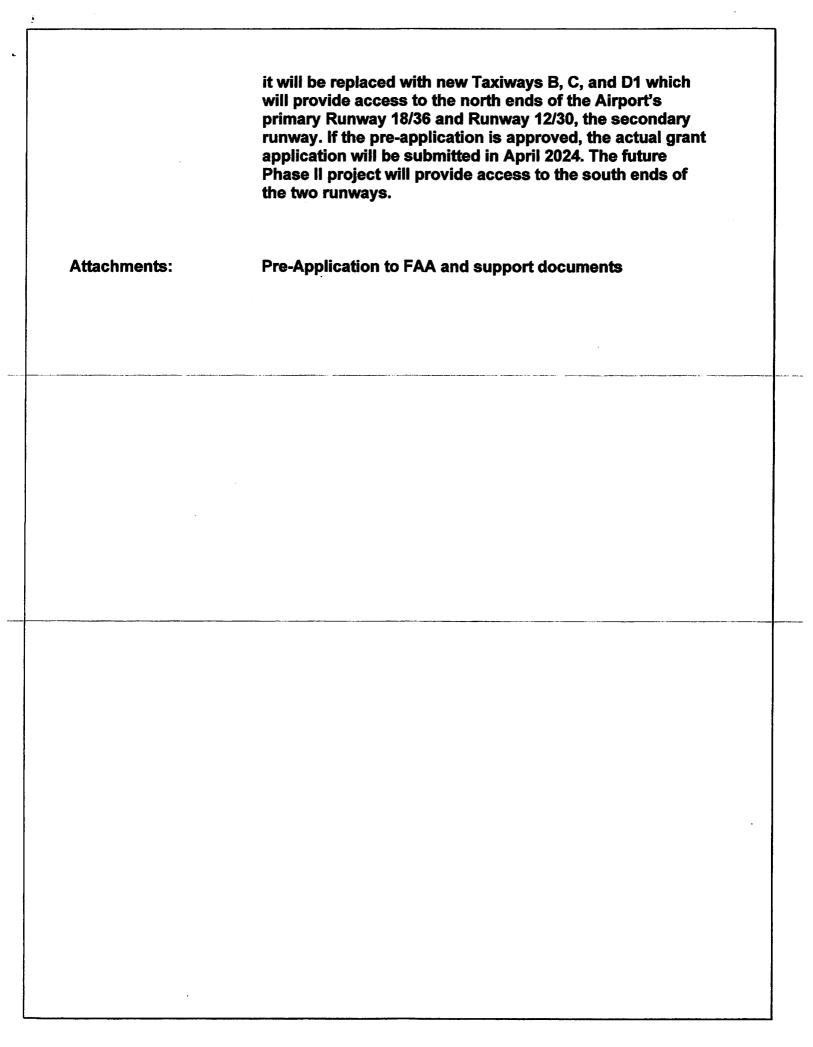
September 26, 2023

| | YES** | NO | COMMENTS |
|--|---------------------------------------|----------|---------------------------------------|
| HE PROPOSED ACTION MUST BE LISTED IN FAA | | | T |
| ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION | | | |
| THAT WOULD NORMALLY BE CATEGORICALLY | | | |
| EXCLUDED | | | |
| THE PROPOSED ACTION CONSISTS OF: | | | |
| Helicopter facilities or operations | | x | |
| Land acquisition | | x | |
| New airport serving general aviation | | x | |
| Access or service road construction | | X | |
| New airport location | | x | |
| New runway | | x | |
| Runway extension, strengthening, reconstruction, | | ~ | |
| resurfacing or widening | • | X | |
| Converting prime or unique farmland | | x | |
| Runway Safety Area (RSA) improvements | | x | |
| ILS or ALS installation | | x | |
| Airport development (hangars, terminal expansion) | | x | |
| On-airport aboveground or underground fuel storage tanks | | x | |
| Construction, reconstruction, or relocation of an ATCT | | X | |
| THE PROPOSED ACTION WILL AFFECT: | | | |
| Historic/Archeological/Cultural Resources | | x | |
| Section 4(f) or 6(f) resources | | x | |
| Federally listed, endangered, threatened, or candidate | | x | |
| species, or designated/proposed critical habitat | | * | |
| Federal, state, tribal, or local natural, ecological, or scenic | | x | |
| resources | | ^ | |
| Wetlands, floodplains, waterways | | x | |
| Energy supply or natural resources | | x | |
| Protected rivers or river segments | | X | |
| Established community(s), planned development, or | | x | |
| plans/goals adopted by the local community | | <u>^</u> | · · · · · · · · · · · · · · · · · · · |
| Surface vehicular traffic (reduce LOS) | | X | |
| Air quality or violate Federal, state, tribal or local standards | | X | |
| Water quality, a sole source aquifer, public water supply | | x | |
| system, or federal, state, or tribal water quality standards | | <u>^</u> | |
| THE PROPOSED ACTION IS LIKELY TO: | | | |
| Be Highly Controversial on Environmental Grounds | | x | |
| Be Inconsistent with Federal, state, tribal, or local law | | x | |
| relating to environmental aspects | | ^ | |
| Cause residential or business relocations | | X | |
| Increase noise levels over Noise Sensitive Land Uses within | | | 1 |
| the 65 dBA noise contour or newly include Noise Sensitive | | x | |
| Land Uses within the 65 dBA noise contour. | | | |
| Cause Environmental Justice Impacts | · · · · · · · · · · · · · · · · · · · | x | |
| Contain Hazardous Materials or Affect Hazardous | | x | |
| Materials/Sites | | | |
| Create a Wildlife Hazard per AC 150/5200-33 | | X | · · · · · · · · · · · · · · · · · · · |
| Increase lighting impacts on residential communities or | | x | |
| impact the visual nature of surrounding land uses | | | 1 |

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

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| TAY | LOR COUNTY BOARD OF COMMISSIONERS |
|-----------------------|--|
| | County Commission Agenda Item |
| THE REAL PROPERTY OF | Board to review and approve the Grant Pre-Application package to the Federal Aviation Administration (FAA) requesting funding assistance in the amount of \$3,105,000 for the Taxiway Construction- Realignment Project, Phase 1 at Perry-Foley Airport. |
| MEETING DATE REC | QUESTED: October 2, 2023 |
| Statement of Issue: | Board to review and approve the FAA grant pre-application and associated documents requesting funding assistance for the construction of Taxiways A, E, and F Realignments Phase 1 Project at Perry-Foley Airport. If the pre- |
| | application is approved, the actual application will be submitted to FAA in April 2024. |
| Recommended Action | on: Approve grant pre-application package to FAA for Phase 1 of the taxi-way realignment project. |
| Fiscal Impact: | The County is requesting funding assistance in the amount of \$3,105,000 from FAA. \$345,000 has been received from FDOT for the project. The County requested and received a waiver of match (REDI) and the County will not be required to provide a cash match. |
| Budgeted Expense: | Not applicable at this time. Funding assistance would not be received if the grant is approved until July 2024. The FDOT match has been included in the FY 2023-2024 budget. |
| Submitted By: | Melody Cox, Grants |
| Contact: | Melody Cox |
| | |
| <u>SI</u> | JPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts & Issu | Ies: A pre-application for construction projects is required by FAA. Current airport taxiway geometrics do not meet the current FAA geometrics requirements. Realignment of the taxiways will be required for the County to maintain their airport license. Phase I will remove existing Taxiway A and |



JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perty, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 26, 2023

Mr. Stephen Wilson Planner Federal Aviation Administration Orlando Airports District Office SouthPark Building 8427 SouthPark Circle, Suite 524 Orlando, FL 32819

Subject: Perry Foley Airport; Perry, Florida FY 2024 Airport Improvement Program

Dear Mr. Wilson,

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2024 AIP pre-application for the following project:

1. Construct Taxiways A, E, and F Realignments-Phase 1

The following items are enclosed for the above project in the grant pre-application:

✓ Airport Grant Pre-Application Checklist

✓ Detailed Project Information Sheet

- o Description and Justification (scope of work for planning or environmental projects)
- Project Funding
- Project Cost Estimate
- o Project Preliminary Checklist
- Proposed Project Schedule
- Project Sketch

Environmental Determination Documentation for each project

At this time, we are requesting \$600,000.00 in FAA entitlement funds, and \$2,500,000 in FAA discretionary funds for a total of \$3,105,000.00. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project. An application based on bids is expected to be submitted to the ADO by mid-April or the established deadline issued by your office.

Sincerely,

Jamie English Chairman

Project No. 1: Detailed Project Information Sheet Airport Improvement Program (AIP)

Airport : Perry Foley Airport (PFY) City, ST: Perry, Florida DUNS / TAX ID No. 065887796 / 59-6000879 SAM Expiration Date:

Project Title:

Construct Taxiways A, E and F Realignments-Phase 1

Project Description:

This project will remove the existing Taxiway A alignment which does not meet the geometric requirements specified in FAA AC 150/5300-13A and replace with new Taxiway B, C, and D1 to provide access to the north ends of Runway 18-16 and Runway 12-30. A future phase (Phase 2) will construct and Taxiway D and G to provide access to the south end of Runway 18-36. The proposed pavement design section will be 4 inches of P-401 asphalt on 6 inches of P-209 crushed aggregate base on 6 inches of P-154 stabilized subbase. A sketch of the project is attached. State funding will cover the remaining work not paid for with FAA funds. The professional services will represent a standard state/federal procurement process which involves completion of the design, followed by a publicly advertised bid, and then construction by the responsible/responsive contractor.

Project Justification:

As identified in the current Airport Layout Plan Update, the current taxiway geometries do not meet the geometric requirements of FAA AC 150/5300-13A and must be realigned to provide 90-degree connections to Runways 18-36 and 12-30.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

> X Yes No (explain below)

N/A

Special Circumstances (check if applicable to the project):

 \square

| Force Account Services |
|----------------------------|
| Mods. To Standards |
| AIP eligible & non-eligibl |

Benefit Cost Analysis

ndards AIP eligible & non-eligible Design-build or CMR Exceeds FAA Stds.

[Enter Other] [Enter Other] [Enter Other]

None.

Project Funding:

| Total Cost (100%) | FAA Share (90%) | State (10%) | Local (0%) |
|-------------------|-----------------|--------------|------------|
| \$3,450,000.00 | \$3,105,000.00 | \$345,000.00 | \$0 |

| Туре с | of Funding Proposed (| FAA Share Only) | |
|-----------|-----------------------|------------------|-----------------|
| Fund Type | Funds Available | Funds to be Used | Funds Remaining |
| NP2021 | \$ 150,000 | \$ 150,000 | \$ 0 |
| NP2022 | \$ 150,000 | \$ 150,000 | \$ 0 |
| NP2023 | \$ 150,000 | \$ 150,000 | \$ 0 |
| NP2024 | \$ 150,000 | \$ 150,000 | \$ 0 |
| DISC2024 | \$2,505,000 | \$2,505,000 | \$ 0 |
| Total | \$3,105,000 | \$3,105,000 | \$ 0 |

Alternate Funding Plan:

Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

Project Cost Estimate Breakdown:

| Taxiway A, E, and F Realignments- | -Phase 1 | | Cost (100%) | F | AA (90%) |
|------------------------------------|-----------------|--------|----------------|-----|--------------|
| Construction | | | \$2,949,000.00 | \$2 | ,654,100.00 |
| Engineering | | | \$ 501,000.00 | \$ | 450,900.00 |
| | Subtotal Amount | | \$3,450,000.00 | \$3 | 3,105,000.00 |
| Total Estimated Project Cost (100% |) | \$3,45 | ا 0,000.00 | | |
| Total FAA Share Cost (90%) | | \$3,10 | 5,000.00 | | |

*NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.

| Project Preliminary Checklist: | | |
|--|------|-------------|
| AIP Document Pre-requisites | | Dates |
| Date of FAA Approved ALP | 8/1 | 5/2017 |
| Date of last 5010, Airport Master Record verification for data corrections. | 12/3 | 30/2022 |
| Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion | 8/1 | 5/2017 |
| Date of Environmental Determination | On | Going |
| Date of last Airport Pavement Maintenance Program. | 6/2 | 2/2021 |
| Date of Land Acquisition (if applicable) | | N/A |
| Impacts to FAA Facilities | Yes | No |
| Does the project impact FAA facilities? | | \boxtimes |

PROPOSED PROJECT SCHEDULE

| Proposed Project Schedule: | <u>Dates:</u> · |
|--|-----------------|
| Selection of Consultant | 12/12/2017 |
| Pre-Application Submittal to FAA ADO Planner | 10/14/2022 |
| Pre-design Conference | 12/21/2021 |
| CSPP and Airspace Coordination in iOE/AAA1 | 12/15/2024 |
| Completion of Plans, Specifications and Engineers Report | 1/12/2023 |
| Submit Plans and Specs to FAA ² | 1/12/2023 |
| Advertisement of Project for Bids | 2/18/2024 |
| Bid Opening | 3/18/2024 |
| Bid Tabulation Submittal and Recommendation of Award | 3/20/2024 |
| Application Submittal to FAA ADO Engineer | 4/12/2024 |
| Grant Offer | 6/21/2024 |
| Execution of FAA Grant | 7/12/2024 |
| Pre-construction Conference | 7/14/2024 |
| Notice to Proceed to Contractor ³ | 7/14/2024 |
| Substantial Completion of Construction | 7/14/2025 |
| Final Inspection | 8/14/2025 |
| Project Close-Out⁴ | 9/14/2025 |

= To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing/prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

PHASE I ESTIMATE OF PROBABLE CONSTRUCTION COST Realign Taxtways A, E and F Perry-Foley Airport

8/26/2023

| ITEM | | | · · · · · · · · | FOULLATE | | and the second second |
|---|--|--|--|--|--|--|
| NUMBER | BID ITEM | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENDED TOTAL |
| 1 | C-102-1 | EROSION & POLLUTION CONTROL | 15 | 1 | \$ 200,000.00 | \$ 200,000.0 |
| 2 | C-105-1 | MOBILIZATION | L IS | 1 | | |
| 3 | C-105-2 | MAINTENANCE OF TRAFFIC | LS | 1 | \$ 5,000.00 | \$ 5,000.0 |
| 4 | P-101-1 | DEMOLITION OF ASPHALT PAVEMENT | SY | 14,240 | \$ 10.00 | \$ 142,401.0 |
| 5 | P-101-2 | DEMOLITION OF CONCRETE PAVEMENT | SY | 4,532 | \$ 20.00 | \$ 90,636.0 |
| 6 | P-151-1 | STRIPPING & STOCKPILING, 6" | AC | 5 | \$ 4,500.00 | \$ 22,500.0 |
| 7 | P-152-1 | EXCAVATION & EMBANKMENT | a | 9,600 | \$ 25.00 | \$ 240,000.0 |
| 8 | P-152-2 | SUBGRADE PREPARATION | SY | 10,780 | \$ 7.00 | \$ 75,460.0 |
| 9 | P-154-1 | STABILIZED SUBBASE COURSE, 6" | SY | 10,260 | \$ 12.00 | \$ 123,120.0 |
| 10 | P-211-1 | CRUSHED AGGREGATE OR LIME ROCK BASE COURSE, 6" | SY | 9,770 | \$ 17.00 | \$ 166,090.0 |
| 11 | P-401-1 | 4" BITUMINOUS SURFACE COURSE, 76-22 BINDER | TN | 2,050 | \$ 200.00 | \$ 410,000.0 |
| 12 | P-620-1 | YELLOW PAINT WITH TYPE III REFLECTIVE BEADS | SF | 2,570 | \$ 3.50 | \$ 8,995.0 |
| 13 | P-620-3 | BLACK PAINT WITHOUT REFLECTIVE BEADS | SF | 6,000 | \$ 3.00 | \$ 18,000.0 |
| 14 | D-701-1 | 24" RCP, CLASS V | UF | 155 | \$ 130.00 | |
| 15 | D-701-2 | 30° RCP, CLASS V | UF | 400 | \$ 150.00 | \$ 60,000.0 |
| 16 | D-701-3 | 29" x 45" ERCP, CLASS V | LF | 185 | \$ 170.00 | |
| 17 | D-752-1 | FDOT TYPE F INLET | EA | 1 | \$ 6,000.00 | \$ 6,000.0 |
| 18 | D-752-2 | FDOT TYPE G INLET | EA | 3 | \$ 8,000.00 | |
| | | | | 3 (| 5 0,000.00 | |
| 19 | T-904-1 | SODDING, BAHIA ARGENTINA | SY | 15750 | \$ 5.00 | |
| 19 HASE I EL | | SODDING, BAKIA ARGENTINA | 57 | 15750 ESTIMATED | \$ 5.00 SubTotal: | \$ 78,750.0 |
| 19 HASE I EL ITEM NUMBER | T-904-1 ECTRICAL BID ITEM | SODDING, BARIA ARGENTINA | SY | 15750 ESTIMATED QUANTITY | \$ 5.00 SubTotal: UNIT PRICE | \$ 78,750.0 \$ 1,912,092.1 EXTENDED TOTAL |
| 19 HASE I EL ITEM NUMBER 1 | T-904-1 ECTRICAL BID ITEM SP-105-1 | SODDING, BAKIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING | SY UNIT LS | 15750 ESTIMATED QUANTITY 1 | \$ 5.00 StibTotal: UNIT PRICE \$ 100,000.00 | \$ 78,750.0 \$ 1,912,092.1 EXTENDED TOTAL |
| 19 HASE I EL ITEM NUMBER 1 2 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 | SODDING, BAKIA ÅRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF DUSTING LIGHT BASE | SY UNIT LS EA | 15750 ESTIMATED QUANTITY 1 1 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.1 |
| 19 HASE I EL ITEM NUMBER 1 | T-904-1 ECTRICAL BID ITEM SP-105-1 | SODDING, BARIA ARGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRPIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTRIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE | SY UNIT LS EA EA | 15750 ESTIMATED QUANTITY 1 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.0 \$ 200.0 |
| 19 HASE I EL ITEM NUMBER 1 2 3 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 SP-105-3 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC | SY UNIT LS EA EA | 15750 ESTIMATED QUANTITY 1 1 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.0 \$ 200.0 |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE | SY UNIT LS EA EA EA | ESTIMATED QUANTITY 1 1 1 1 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 300.00 \$ 500.00 | \$ 78,750.0 \$ 1,912,032.3 EXTENDED TOTAL \$ 100,000.1 \$ 200.0 \$ 300.0 \$ 500.1 |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 L-108-1 | SODDING, BAHIA ARGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRPIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUB/C FEET IN SIZE J/C L-824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE | SY UNIT LS EA EA EA LF | ESTIMATED QUANTITY 1 1 1 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 300.00 \$ 500.00 | \$ 78,750.0 \$ 1,912,032.3 EXTENDED TOTAL \$ 100,000.1 \$ 200.0 \$ 300.0 \$ 500.1 |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 | T-904-1 ECTRICAL 6ID ITEM \$P-105-1 \$P-105-2 \$P-105-3 \$P-105-4 L-108-1 L-108-2 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE I/C L-224 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE | SY UNIT EA EA EA LF LF | ESTIMATED QUANTITY 1 1 1 1 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.1 \$ 2000.1 \$ 300.0 \$ 300.0 \$ 5000.1 \$ 3,000.0 \$ 3, |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 7 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 | SODDING, BARIA ÅRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EDISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE 1/C L824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE 1/C L824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE 1/C R2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT 0.75" DIA. BY 10.00' LONG COPPER CLAD STELL SECTIONAL GROUND ROD | SY UNIT LS EA EA EA LF | 15750 ESTIMATED QUANTITY 1 1 1 28,000 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.1 \$ 2000.1 \$ 300.0 \$ 300.0 \$ 5000.1 \$ 3,000.0 \$ 3, |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 7 8 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-110-1 | SODDING, BARIA ÅRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE 1/C L-824 TYPE C - UNSHIELDED W8 AWG 5KV STRANDED COPPER CABLE 1/C L-824 TYPE C - UNSHIELDED W8 AWG 5KV STRANDED COPPER CABLE 1/C L-824 TYPE C - UNSHIELDED W8 AWG 5KV STRANDED COPPER CABLE 1/C L-824 TYPE C - UNSHIELDED UNTERPOISE CABLE, INSTALED OVER DUCT OR CONDUIT 0.75° DIA. BY 10.00° LONG COPPER CLAD STEEL SECTIONAL GROUND ROD 1 WAY 2° SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | SY UNIT LS EA EA EA LF LF LF LF | 15750 ESTIMATED QUANTITY 1 1 28,000 21,000 500 16,000 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 300.00 \$ 500.00 \$ 2.50 \$ 3.00 \$ 150.00 \$ 4.00 | \$ 78,750.(\$ 1,912,032.: EXTENDED TOTAL \$ 100,000.1 \$ 200.0 \$ 300.0 \$ 300.0 \$ 500.1 \$ 500.0 \$ 63,000.0 \$ 75,000.4 \$ 3,75,000.4 \$ 63,000.0 \$ 3,75,000.4 \$ 63,000.0 \$ 5,75,000.4 \$ 63,000.0 \$ 5,75,000.4 \$ 5,75,000.4 \$ 5,75,0 |
| 19 HASE EL ITEM NUMBER 1 2 3 3 4 5 6 7 7 8 9 | T-904-1 ECTRICAL 6ID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-108-3 L-110-1 L-110-2 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE 1/C H24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE 1/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE 1/C #25 THAN 25 OLD COPPER CUDITERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT 0.75" DIA. BY 10.00" LONG COPPER CLAD STEEL SECTIONAL GROUND ROD 1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT | SY UNIT LS EA EA EA LF LF LF LF LF UF | 15750 ESTIMATED QUANTITY 1 1 1 1 28,000 22,000 16,000 16,000 4,000 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000,00 \$ 200,00 \$ 200,00 \$ 200,00 \$ 300,00 \$ 300,000 \$ 300,000,000 \$ 300,0000,000,000 \$ 300,000,000,000,0000,0000,0000,0000,00 | \$ 78,750. \$ 1,912,032. EXTENDED TOTAL \$ 100,000. \$ 2000. \$ 2000. \$ 300. \$ 500.0 \$ 5,000. \$ 5,000. \$ 5,75,000. \$ 64,000. \$ 44,000. |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 7 8 9 10 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-3 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-110-3 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EDISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE I/C L-824 TYPE C - UNSHIELDED UCT 0 I/C L-844 TYPE C - UNSHIELDED UCT 1 I/C R STRANDED UCT 1 I/C R STRANDED UCT 1 I/C R SPLIT DUCT | SY UNIT US EA EA EA UF UF UF UF | 15750 ESTIMATED QUANTITY 1 1 28,000 21,000 500 16,000 4,000 200 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 300.00 \$ 3.00 \$ 150.00 \$ 11.00 \$ 2.60 | \$ 78,750.0 \$ 1,912,032. EXTENDED TOTAL \$ 100,000.1 \$ 2000.1 \$ 300.0 \$ 5000.1 \$ 5000.1 \$ 64,000.0 \$ 44,000.0 \$ 5,500.0 \$ |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 7 8 9 10 11 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-110-2 L-110-3 L-110-3 L-125-2 | SODDING, BARIA ÅRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE J/C H22 AWG SOLID COPPER CABLE DISTALED OVER DUCT OR CONDUIT 0.75° DAL BY 10.00' LONG COPPER CABLE (INSTALLED OVER DUCT OR CONDUIT 0.75° DAL BY 10.00' LONG COPPER CABLE (INSTALLED OVER DUCT OR CONDUIT 0.75° DAL BY 10.00' LONG COPPER CABLE (INSTALLED OVER DUCT OR CONDUIT 1 WAY 2' SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT 1 WAY 2' SCHEDULE 40 PVC CONCRETE ENCASED DUCT 1 WAY 2' SCHEDULE 40 PVC CONCRETE ENCASED DUCT 1 WAY 2' SCHEDULE 40 PVC CONCRETE ENCASED DUCT 1 WAY 2' SCHEDULE 40 FVC CONCRETE ENCASED DUCT 1 WAY 4' SCHEDULE 40 FVC CONCRETE ENCASED DUCT 1 WAY 4' SCHEDULE 40 FVC CONCRETE ENCASED DUCT 1 WAY 4' SCHEDULE 40 FVC CONCRETE ENCASED DUCT 1 WAY 4' SCHEDULE 40 FVC CONCRETE ENCASED DUCT 1 WAY 4' SCHEDULE 40 FVC CONCRETE ENCASED DUCT 1 | SY UNIT US EA EA EA UF UF UF UF UF UF EA | 15750 ESTIMATED QUANTITY 1 1 28,000 21,000 500 16,000 4,000 2000 3 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 11.00 \$ 2.80 \$ 3.00 \$ 3.000\$ \$ 3.00 | \$ 78,750.0 \$ 1,912,032. EXTENDED TOTAL \$ 100,000.1 \$ 200.0 \$ 300.0 \$ 300.0 \$ 500.0 \$ 500.0 \$ 3,000.0 \$ 3,000.0 \$ 44,000.0 \$ 44,000.0 \$ 5,500.0 \$ 5,500 |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 7 7 8 9 10 11 12 | T-904-1 ECTRICAL &D ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-110-1 L-110-2 L-110-3 L-125-2 L-125-3 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC FEET IN SIZE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED DUCT I WAY 4* SPLIT DUCT L #40 FYL DUCT L # | SY UNIT LS EA EA EA LF LF LF EA LF LF EA EA EA | 15750 ESTIMATED QUANTITY 1 1 1 1 28,000 21,000 500 16,000 16,000 4,000 200 3 3 4 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 300.00 \$ 4.00 \$ 11.00 \$ 2.80.00 \$ 3.00 \$ 150.00 \$ 3.00 \$ 3.000 \$ 3.000 \$ 3.000 \$ 3.000 \$ 3.000 \$ 3.000 \$ 3.000 \$ 3.000 \$ 3.0000 \$ 3.00000 \$ 3.00000 \$ 3.000000 \$ 3.000000 \$ 3.00000000 \$ 3.000000000000000000000000000000000000 | \$ 78,750. \$ 1,912,032. EXTENDED TOTAL \$ 100,000. \$ 200. \$ 200. \$ 200. \$ 300. \$ 500. \$ 500. \$ 500. \$ 5,500. \$ 63,000. \$ 63,000. \$ 63,000. \$ 5,500. \$ 5,500. \$ 5,500. \$ 2,560. \$ 2,560. \$ 3,560. \$ 3 |
| 19 HASE I EL TIEM NUMBER 1 2 3 3 4 5 6 6 7 7 8 9 10 11 11 12 13 | T-904-1 ECTRICAL 6ID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-108-4 L-108-3 L-108-3 L-108-4 L-108-3 L-108-3 L-108-4 L-108- | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF DUSTING LIGHT BASE DUSTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE DUSTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED TEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED TEM REQUIRING DUCT OR CONDUIT DITUNT D | SY UNIT US EA EA EA UF UF UF UF UF UF EA EA EA EA | 15750 ESTIMATED QUANTITY 1 1 1 28,000 500 16,000 4,000 200 3 4 3 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 2.50 \$ 3.00 \$ 150.00 \$ 11.00 \$ 28.00 \$ 5,500.00 \$ 7,000.00 \$ 7,000.00 | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.0 \$ 200.0 \$ 300.0 \$ 300.0 \$ 5,000.0 \$ 75,000.0 \$ 63,000.0 \$ 63,000.0 \$ 64,000.0 \$ 44,000.0 \$ 44,000.0 \$ 16,500.0 \$ 28,000.0 \$ 20,000.0 \$ 20,00 |
| 19 HASE I EL ITEM NUMBER NUMBER 4 5 6 7 8 9 9 10 11 12 13 14 | T-904-1 ECTRICAL BID ITEM SP-105-1 SP-105-3 SP-105-3 SP-105-4 L-108-3 L-108-2 L-108-3 L-108-3 L-108-3 L-110-3 L-110-3 L-125-2 L-125-3 L-125-4 L-125-5 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EDISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPER CABLE I/C L-2824 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPER CABLE I/L AS24 (J) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 1 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 3 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L-2858(L) SIGN - SINGLE | SY UNIT EA EA EA EA EA UF UF UF EA EA EA EA EA | 15750 ESTIMATED QUANTITY 1 1 1 1 28,000 21,000 500 16,000 16,000 4,000 200 3 3 4 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 2.50 \$ 3.00 \$ 150.00 \$ 11.00 \$ 28.00 \$ 5,500.00 \$ 7,000.00 \$ 7,000.00 | \$ 78,750.0 \$ 1,912,032.1 EXTENDED TOTAL \$ 100,000.0 \$ 200.0 \$ 300.0 \$ 300.0 \$ 5,000.0 \$ 75,000.0 \$ 63,000.0 \$ 63,000.0 \$ 64,000.0 \$ 44,000.0 \$ 44,000.0 \$ 16,500.0 \$ 28,000.0 \$ 20,000.0 \$ 20,00 |
| 19 HASE I EL TEM NUMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 | T-904-1 ECTRICAL &D ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-4 L-108-1 L-108-2 L-108-3 L-110-1 L-110-2 L-110-3 L-125-2 L-125-3 L-125-4 L-125-5 L-125-6 | SODDING, BAHIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #22 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #23 4TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIELDED #8 AWG SKV STRANDED COPPER CABLE I/C #24 TYPE C - UNSHIEL #40 PVC CONCRETE ENCASED DUCT I WAY 2* SCHEDULE 40 PVC CONCRETE ENCASED DUCT I WAY 4* SPLIT DUCT L #38(L) SIGN - SINGL/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 1 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE L #358(L) SIGN - SINGLE/DOUBLE FACE, | SY UNIT LS EA EA EA LF LF LF LF LF LF LF LF EA EA EA EA EA | 15750 ESTIMATED QUANTITY 1 1 1 1 1 28,000 21,000 16,000 16,000 16,000 16,000 3 4 4 3 7 7 6 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 300.00 \$ 150.00 \$ 4.00 \$ 11.00 \$ 2.50 \$ 3.00 \$ 150.00 \$ 3.00 \$ 150.00 \$ 3.00 \$ 3.000 \$ 3.000 \$ 3.00000 \$ 3.00000 \$ 3.000000 \$ 3.000000 \$ 3.00000000 \$ 3.000000000000000000000000000000000000 | \$ 78,750.0 \$ 1,912,032. EXTENDED TOTAL \$ 100,000.1 \$ 2000.1 \$ 2000.1 \$ 3000.1 \$ 3000.1 \$ 5000.1 \$ 40,000.2 \$ 44,000.0 \$ 44,000.0 \$ 16,500.7 \$ 28,000.1 \$ 28,000.1 \$ 24,000.2 \$ 28,000.1 \$ 24,000.2 \$ 28,000.1 \$ 3,000.1 \$ 3,0 |
| 19 HASE I EL ITEM NUMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 | T-904-1 ECTRICAL 6ID ITEM SP-105-1 SP-105-2 SP-105-3 SP-105-3 SP-105-4 L-108-3 L-108 | SODDING, BARIA ÄRGENTINA ITEM DESCRIPTION ELECTRICAL DEMOLITION - AIRFIELD LIGHTING ADDITIONALLY DESIGNATED REMOVAL OF DUSTING LIGHT BASE DUSTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE DUSTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBC FEET IN SIZE DISTING UNFORSEEN OR UNANTICIPATED TEM REQUIRING DOPPER CABLE DISTING UNFORMATICIPATED DUCT OR CONDUIT DIVATY 2* SCHEDULE 40 PVC CONCRETE ENCASED DUCT 1 WAY 4* SPLIT DUCT 1 WAY 4* SPLIT DUCT 1 WAY 4* SPLIT DUCT 1 WAY 4* SOLID COPPER CLED, STYLE 2, SIZE 2 - 1 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 1 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 3 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE 1.4558(1) SIGN - SINGLE/DOUBLE FACE, LED, TAWAY ED | SY UNIT EA EA EA EA UF UF EA EA EA EA EA EA | 15750 ESTIMATED QUANTITY 1 1 1 1 28,000 24,000 16,000 16,000 200 3 4 3 7 6 97 | \$ 5.00 SubTotal: UNIT PRICE \$ 100,000.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 3.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 3.00 \$ 3.000 \$ 3.0000 \$ 3.0000 \$ 3.00000 \$ 3.00000 \$ 3.000000 \$ 3.000000 \$ 3.000000 \$ 3.000000 \$ 3.000000 \$ 3.000000 \$ 3.0000000 \$ 3.000000000000000000000000000000000000 | \$ 78,750. \$ 1,912,032. EXTENDED TOTAL \$ 100,000.1 \$ 200.1 \$ |
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768,150.00 1,037,002.50 SubTotal: \$ With escalation:

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| Construction Total: | \$ 2,949,035.22 |
|----------------------------|--------------------|
| Professional Services: | \$ 501,335.99 |
| Project Cost: | \$ 3,450,371.21 |
| USE==> | \$ 3,450,000.00 |
| FAA: | \$ 3,105,000.00 |
| FDOT: | \$ 345,000.00 |
| · | \$ 3,450,000.00 |



Federal Aviation Administration (FAA) Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

| Airport: | Perry Foley Airport |
|---------------------------|------------------------|
| Sponsor: | Taylor County, Florida |
| City, State: | Perry, Florida |
| Date of Pre- Application: | September 26, 2023 |

We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)

Items Required with Pre-application (select N/A only if applicable to the project)

| No. | Document | Yes | N/A |
|-----|--|-------------|-----|
| 1. | Cover Letter | | |
| 2. | Detailed Project Information Sheet (per project item) | | |
| a. | Project Description and Justification (for Planning or Environmental Projects include Scope of Work) | | |
| b. | Special Circumstances | | |
| c. | Project Funding (be aware of your federal funding entitlement dollars) | | |
| d. | Project Cost Estimate | | |
| e. | Project Preliminary Checklist | | |
| f. | Proposed Project Schedule | | |
| g. | Project Sketch | | |
| 3. | Environmental Determination Documentation (per project item) | \boxtimes | |

Jamie English

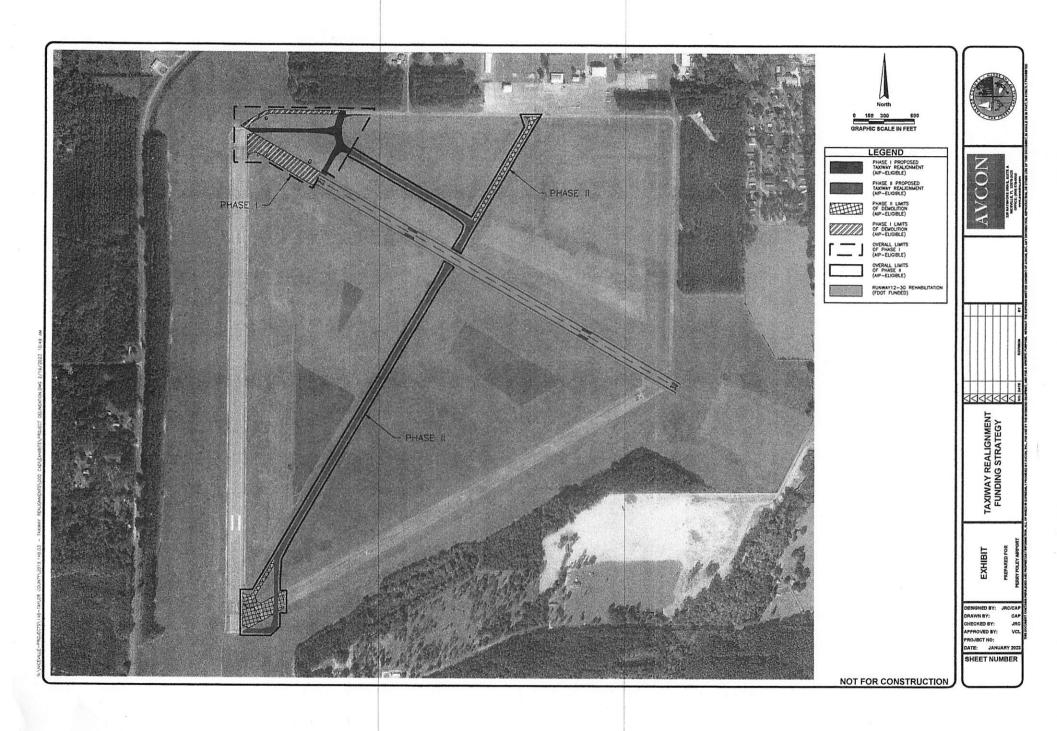
Sponsor's Designated Official Representative (Type or Print)

September 26, 2023

Sponsor's Designated Official Representative (Signature)

Date

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.



FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: Perry Foley Airport

Taxiways A, E, and F Realignments - Phase 1 Project Title:

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action. 5-6.4(e)

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A CATEX should not be used for a segment or an interdependent part of a larger proposed action. Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are NOT likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

-An adverse effect on cultural resources protected under the National Historic Preservation Act of1966, as amended, 54 U.S.C. §300101 et seq.;

-An impact on properties protected under Section 4(f);

-An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);

-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;

-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;

An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);

-An impact on noise levels of noise sensitive areas;

-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;

-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;

-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.

-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or

-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

| | September 26, 2023 |
|---|--------------------|
| Signature of Authorized Airport Representative | Date |
| FAA Determination (signature of Program Manager): | |
| Categorically Excluded: | Date: |
| Requires further environmental analysis: | Date: |
| Final 7-8-2016 | |

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Foley Airport Prepared and certified by: John Collins, P.E.

.

September 26, 2023 Date:

| | YES** | NO | COMMENTS |
|--|-------|----------|----------|
| THE PROPOSED ACTION MUST BE LISTED IN FAA | | | |
| ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION | | | |
| THAT WOULD NORMALLY BE CATEGORICALLY | | | |
| EXCLUDED | ļ | | |
| THE PROPOSED ACTION CONSISTS OF: | | | |
| Helicopter facilities or operations | | X | |
| Land acquisition | | X | |
| New airport serving general aviation | | X | |
| Access or service road construction | | X | |
| New airport location | | х | |
| New runway | | x | |
| Runway extension, strengthening, reconstruction, | | | |
| resurfacing or widening | | X | |
| Converting prime or unique farmland | | X | |
| Runway Safety Area (RSA) improvements | | X | |
| ILS or ALS installation | | X | |
| Airport development (hangars, terminal expansion) | | X | |
| On-airport aboveground or underground fuel storage tanks | | X | |
| Construction, reconstruction, or relocation of an ATCT | | X | |
| THE PROPOSED ACTION WILL AFFECT: | | | |
| Historic/Archeological/Cultural Resources | | X | |
| Section 4(f) or 6(f) resources | | x | |
| Federally listed, endangered, threatened, or candidate | | | |
| species, or designated/proposed critical habitat | | X | |
| Federal, state, tribal, or local natural, ecological, or scenic | | | |
| resources | | × | |
| Wetlands, floodplains, waterways | | x | |
| Energy supply or natural resources | | x | |
| Protected rivers or river segments | | X | |
| Established community(s), planned development, or | | Y | |
| plans/goals adopted by the local community | · | X | |
| Surface vehicular traffic (reduce LOS) | | x | |
| Air quality or violate Federal, state, tribal or local standards | | x | |
| Water quality, a sole source aquifer, public water supply | | v | |
| system, or federal, state, or tribal water quality standards | | X | |
| THE PROPOSED ACTION IS LIKELY TO: | | | |
| Be Highly Controversial on Environmental Grounds | | X | |
| Be Inconsistent with Federal, state, tribal, or local law | 1 | v | |
| relating to environmental aspects | | X | |
| Cause residential or business relocations | | x | |
| Increase noise levels over Noise Sensitive Land Uses within | | | |
| the 65 dBA noise contour or newly include Noise Sensitive | | x | |
| Land Uses within the 65 dBA noise contour. | | | |
| Cause Environmental Justice Impacts | | X | |
| Contain Hazardous Materials or Affect Hazardous | T | x | |
| Materials/Sites | | <u>^</u> | |
| Create a Wildlife Hazard per AC 150/5200-33 | | X | |
| Increase lighting impacts on residential communities or | | x | |
| impact the visual nature of surrounding land uses | | | |

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

| TAY | LOR COUNTY BOARD OF COMMISSIONERS |
|--------------------|--|
| | County Commission Agenda Item |
| SUBJECT/TITLE: | The Board to consider approval of lease for real property with the U.S General Services Administration (GSA) at the Perry-Foley Airport. |
| MEETING DATE RE | QUESTED: 10/2/2023 |
| | |
| Statement of Issue | To enter into leasing agreement with the GSA for FEMA housing trailers. |
| Recommended Act | ion: Approve |
| Fiscal Impact: | Approximately \$74,736 annually for leases |
| Budgeted Expense | : N/A-Hurricane related |
| Submitted By: | LaWanda Pemberton, County Administrator and Ward Ketring, Airport Manager |
| Contact: | (850) 838-3500 ext. 6 |
| | |

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The GSA has approached the Perry-Foley Airport Manager to request leasing closed runway, unused eastern ramp and concrete pad in front of the large hangar to utilize as a logistics office, customer service office and land lease for FEMA housing trailers. The proposed lease amounts are :

SET UP FEES:

Distribution / Logistics office – 1 building inside the fence lease for 12 months with optional renewals

Electric Power pole 200 AMP - \$1000.00

Sewer Tank - 500.00

Consolidated Internet - 100.00

Duke Energy – 1000.00

Lime rock FAA Road - \$12,000.00

Customer Service Offices – two buildings outside the fence by the main road – Lease for 6 months with optional renewals

City for a new 1"water meter – \$2,000.00

Duke Energy - \$1,000 each - \$2,000.00 total

Electric Power Poles - \$1,000.00 each - \$2,000.00 total

Sewer Tanks - \$500.00 each - \$1000.00 total

Consolidated Internet - 100.00 each - \$200.00 total

MONTHLY FEES GENERALLY:

Distribution / Logistics office – 1 building inside the fence 12 months with optional renewals

Ground Lease – 5 acres @ \$1028.37 per acre \$5,141.85 total

Water - \$100.00

Sewer Service - \$300.00

Power - \$300.00

DSL Internet – \$100.00

Customer Service Offices – two buildings outside the fence by the main road – Lease 6 months with optional renewals

Ground Lease - 1 acre @\$1028.37

Water - \$150.00 each - \$300.00 total

Sewer Service - \$300.00 each - 600.00 total

Power - \$300.00 each - \$600.00 total

DSL Internet - 100.00 each - \$200.00 total

The proposed leasing agreement is still under discussion with the GSA, as the utilities are estimates. The GSA has the option to provide for their own utilities, but requested a turnkey proposal. The FAA has approved the proposed lease agreement with the condition that Taylor County will add limerock to the entrance off Carlton Cemetery Road. These improvements will be reimbursed by the GSA. The proposed lease agreement is for a minimum term of 12 months with 4 renewal options for the 5 acres parcel and minimum terms of 6 months with 4 renewal options for the additional space.

Options:

Approve/not approve

Attachments:

Leasing Agreements Email from County Attorney Conrad Bishop II

LaWanda Pemberton

From: Sent: To: Cc: Subject: The Bishop Law Firm <lawbishop@fairpoint.net> Sunday, September 17, 2023 6:22 PM LaWanda Pemberton 'Gary Knowles'; 'Salina Grubbs' RE: LFL02728-FEMA Oral Request for Lease Proposal

Dear LaWanda:

I reviewed your e-mail of 9/15/23 on 9/16/23, most of it was for a business, with all kinds or provisions that I believe are not relevant to Taylor County. I assume that the last 2 pages, i.e., the short form Lease would be used.

Of course, the Lease would be governed by Federal law.

Is the government wanting to lease all buildings that would affect some of the provisions, i.e., the County's responsibility to maintain?

Also, a lot of the documents delt with telecommunications.

I assume that granting this Lease would benefit the County?

Please let me know if you have a question.

Thank you and I hope you are doing fine.

Conrad C. Bishop, Jr.

Karen Parker

Legal Secretary The Bishop Law Firm, P.A. Attorneys at Law Post Office Box 167 Perry, FI 32348 850-584-6113 850-584-2433 facsimile karenparker@fairpoint.net lawbishop@fairpoint.net

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From: LaWanda Pemberton <LPemberton@taylorcountygov.com> Sent: Friday, September 15, 2023 11:14 AM To: The Bishop Law Firm <lawbishop@fairpoint.net> Subject: FW: LFL02728-FEMA Oral Request for Lease Proposal

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| U.S. GOVERNMENT LEASE FOR REAL PROPERTY | 1a. LEASE NUMBER | 1b. BUILDING NUMBER |
|---|---|---------------------|
| (Short Form) | | |
| | and the second se | |

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

| A. LOCA | ATION AND DESCRIPTION O | F PREMISES OFFERED FOR LEAS | BY GOVERNMENT | |
|--|---|--|---|--------------------------------|
| . NAME AND ADDRESS OF 2. LOCATION(S) IN BUILDING UILDING (Include nine-digit IP Code) | | | | |
| | 2a. FLOOR(S) | 2b. ROOM NUMBER(S) | 2e NUMBER OF PARKING S OFFERED | SPACES |
| | | | STRUCTURED _ | |
| | 2c.SQ. FT. RENTABLE ABOA | 2d. TYPE GENERAL OFFICE WAREHOUSE | SURFACE ANNUAL PARKING RATES (IF INCLUDED IN RATES UNDER BELOW) | |
| | Common Area Factor | OTHER (Specify) | STRUCTURED | /space |
| | | B. TERM | SURFACE | /space |
| days prior written notice to t eriod or the termination date set for c. This Lease may be renewed a iven to the Lessor at least | he Lessor. The effective date orth in the notice, whichever is at the option of the Governmer days before the end of the orig | arts, at any time effective after the Firm of the termination shall be the day fol a later. No rental shall accrue after the ht for a term ofYEARS at the r ginal Lease term; all other terms and c | owing the expiration of the require effective date of termination. ental rate(s) set forth below, provi | ed notice |
| Rent shall be payable in arrears | | C. RENTAL orkday of each month. When the date | for commencement of the lease | falls after the |
| . Rent shall be payable in arrears 5th day of the month, the initial re eriod of less than a month shall b | and will be due on the first we ental payment shall be due on e prorated. Rent shall not be | C. RENTAL orkday of each month. When the date the first workday of the second month adjusted for changes in real estate tax | for commencement of the lease | falls after the |
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13. HVAC OVERTIME RATE PER HOUR

14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR)

| D. 01 | MNER | IDENTIFI | CATION AND | CERTIFIC | ATION |
|-------|------|----------|------------|----------|-------|
|-------|------|----------|------------|----------|-------|

| 15. RECORDED OWNER | | | | | |
|--|---|---|-------------------------------------|------------------|---------------------------------------|
| 15a. Name | | 15b. Unique | 15b. Unique Entity Identifier (UEI) | | |
| 15c. Address 15d. City | | 15e. State | | 15f. Z | IP + 4 |
| 16. BY SUBMITTING THIS OFFE LEASE TO THE UNITED STA HEREIN, IN FULL COMPLIAN | TES OF AMERICA, THE PR CE WITH AND ACCEPTANC | EMISES DESCRIBED, U CE OF THE AFOREMEN | PON THE TE TIONED RLP | RMS AND CONDI | TIONS AS SPECIFIED |
| | AUTHORIZED AGENT | r 🖸 | OTHER (S | pecify) | · · · · · · · · · · · · · · · · · · · |
| 18. OFFEROR Check if si 18a. NAME | 18b. ADDRESS | 18c. CITY | 18d. STAT | E | 18e. ZIP + 4 |
| 18f. Title | 18g. E-mail | address | 1 | 18h. Telephone N | lumber |
| 18i. OFFEROR'S SIGNATURE | I | | | 18j. D | ATE SIGNED |

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the Lease, which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Agency Specific Requirements, (e) Floor Plan delineating the Premises, (f) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases), and (g) the following building improvements, changes or additions made or agreed to by you (for example, energy efficiency and conservation improvements, ABAAS upgrades, Seismic Form C - Building Retrofit or New Construction Pre-Award Commitment (if applicable)):

| 2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER. | | | | |
|---|---|----------|--|--|
| 3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) | 3b. SIGNATURE OF LEASE CONTRACTING OFFICER | 3c. DATE | | |

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

- 2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
- 3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in gcod repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

LESSOR:_____ GOVERNMENT:

- (3) Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - The Lessor's inability to obtain sufficient financial resources to perform its obligations.
 - (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;

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- 2. An equitable adjustment in the rental rate; or
- 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause---

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the

LESSOR:_____ GOVERNMENT:____

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service

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that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR <u>4.2104</u>.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services are under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. INTENTIONALLY DELETED

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at http:// www.acquisition.gov.

11. The following clauses are incorporated by reference:

| FAR 52.204-10, | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total |
|----------------|---|
| | contract value.) |
| FAR 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| FAR 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014). |
| FAR 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.) |
| FAR 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.) |
| FAR 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.) |
| FAR 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.) |
| FAR 52.219-16 | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.) |
| FAR 52.219-28 | POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold) |
| FAR 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (APR 2015) |
| FAR 52.222-26 | EQUAL OPPORTUNITY (SEP 2016) |
| FAR 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <u>http://www.acquisition.gov</u>) |
| FAR 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be |
| | |

LESSOR:_____ GOVERNMENT:__

found at http://www.acquisition.gov)

- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
- FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
- FAR 52.232–23 ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- FAR 52.233-1 DISPUTES (MAY 2014)

GSAR 552.270-12 ALTERATIONS (SEP 1999)

GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (JUN 2011)

- GSAR 552.270 20 PAYMENT (SEP 1999)
- GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)
- GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
- GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR:_____ GOVERNMENT:___

GSA ORAL REQUEST FOR LEASE PROPOSALS – FEMA DISASTER LEASE

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Basis of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

The Information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163. FEMA ORAL RLP GSA TEMPLATE R103D (10/22)

GSA TEMPLATE R103D (10/2022)

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SECTION 1 STATEMENT OF REQUIREMENTS

1.01 AMOUNT AND TYPE OF SPACE AND LEASE TERM (FEMA) (AUG 2017)

The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

| CITY, STATE | |
|-------------------------------------|-----------------|
| DELINEATED AREA | |
| SPACE TYPE(S) | |
| MINIMUM SQ. FT. (ABOA) | |
| MAXIMUM SQ. FT. (ABOA) | |
| RESERVED PARKING SPACES (TOTAL) | |
| RESERVED PARKING SPACES (SURFACE) | PROVIDED ORALLY |
| RESERVED PARKING SPACES (STRUCTURE) | |
| INITIAL FULL TERM | |
| TERMINATION RIGHTS | |
| INITIAL FIRM TERM | |
| OPTION TERM | |
| | |
| ADDITIONAL REQUIREMENTS | |

SECTION 2 SOLICITATION PROVISIONS

2.01 FLOOD PLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 1-percent-annual-chance floodplain (formerty referred to as 100-year floodplain) unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP and does not impact the Government's full use and enjoyment of the Premises. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Government may determine that the offered Property does not adequately avoid development in a 1-percent-annual-chance floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

SECTION 3 ELIGIBILITY AND PREFERENCES FOR AWARD

3.01 BASIS OF AWARD (OCT 2022)

A. Lowest Price Technically Acceptable Approach. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and Lease documents and is the lowest priced technically acceptable offer submitted, based on the lowest price per square foct, according to the ANSI/BOMA Z65.1-2017 definition for Occupant Area, which means "total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area."

B. Price evaluation will be based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-2017 definition for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shail apply.

C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

3.02 HISTORIC PREFERENCE (SMALL) (SEP 2015)

The Government will give preference to offers of Space in Historic Properties and/or Historic Districts in accordance with GSAR 552.270-2 HISTORIC PREFERENCE (SEPT 2004).

3.03 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (OCT 2020)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance.

B. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture, as amended and annotated and previously published in the Code of Federal Regulations; 36 C.F.R. part 61, and the GSA's Qualification Requirements for Preservation Architects and Other Specialists. These standards are available at: <u>HTTPS://WWW.GSA.GOV/REAL-ESTATE/</u>.

3.04 ENERGY INDEPENDENCE AND SECURITY ACT (FEMA) (AUG 2017)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. If the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease

C. If no improvements are proposed, the Offeror must provide a rationale to the Lease Contracting Officer (LCO). If such explanation is unreasonable, the offer may be rejected.

3.05 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (SEP 2015)

A. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

3.06 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015)

HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern: Price Preference and Competitive Range Determination" paragraph. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

SECTION 4 HOW TO OFFER

4.01 RECEIPT OF LEASE PROPOSALS (FEMA) (OCT 2020)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal, by United States mail, or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than on the date specified below at the following designated office and address, or email address:

Date/Time:

GSA TEMPLATE R103D (10/22)

Office Address: _____

.

Email Address: _____

Provided Orally

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

E. Offers may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

G. Intentionally Deleted

4.02 FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (FEMA) (OCT 2020)

Offeror must complete FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as directed by the LCO.

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (FEMA LAND) (AUG 2017)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. <u>Premises</u>. The Premises are defined as the land described in Section 1 of this Lease, and delineated by plan in the attached exhibit.
- B. Space. The terms Space and Premises shall have the same meaning when used in this document.

1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.04 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

THIS SECTION DELETED

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

THIS SECTION DELETED

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION DELETED

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

LEASE NO. GS-__P-L____, PAGE 2

LESSOR: _____ GOVERNMENT: ___

5.01 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at <u>HTTP://WWW.GSA.GOV/HSPD12</u>. This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) or subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Retum: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 LAND USE AND ENTITLEMENT (FEMA) (AUG 2017)

A. The Government's rights under the Lease for entry, occupation, usage and other rights to the Property extend to all of the following:

- 1. The Federal Emergency Management Agency (FEMA);
- 2. Any of the following assisting FEMA and/or the Government in providing disaster relief:
 - a. Any of FEMA's agencies, employees, and/or contractors and their subcontractors;

b. Any other Government agency, including, but not limited to, the Army Corps of Engineers (the "Army Corps"), the Department of Housing and Urban Development (HUD), and the General Services Administration ("GSA"), including their employees, agents and/or contractors (and subcontractors), which has been specifically assigned by FEMA the mission of assisting in the construction and establishment of temporary housing for disaster assistance recipients;

c. Any private voluntary agency or organization authorized by FEMA to enter the property; and

LESSOR: _____ GOVERNMENT: _

FEMA SUPPLEMENTAL LAND LEASE REQUIREMENTS REV (10/2022) d. Any state government agency, or its employees, contractors or representatives assisting FEMA or other Government agencies and/or independently providing disaster relief.

3. Disaster assistance recipients granted occupancy of housing units established within the emergency housing facility.

B. The Government (including FEMA and other entities listed above) are providing disaster relief to victims of _________which occurred ________. One type of disaster assistance is temporary housing for disaster assistance recipients. Use of the property shall be for construction and establishment of temporary housing facilities for disaster assistance recipients and the construction of improvements (including, but not limited to utilities, roads or driveways, and trailer pads) as the Government determines necessary and/or expedient in connection with the establishment and operation of temporary housing facilities.

6.02 LESSOR'S COVENANT TO GRANT EASEMENTS AND TO COOPERATE (FEMA) (OCT 2020)

The parties acknowledge that the Government's use of the property shall require construction and placement of improvements on the property to permit residential occupancy thereon by disaster assistance recipients. Such use shall also require the installation of sewer, water, electrical utilities, and such other amenities as may be necessary and/or convenient to establish and operate temporary housing facilities. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the temporary housing facilities, including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other amenities related to the temporary housing facilities, including, but not limited to the grant of a blanket-easement to utility providers and or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

6.03 TAX CONSEQUENCES (FEMA) (AUG 2017)

Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

6.04 DUE DILIGENCE INSPECTION PERIOD (FEMA) (AUG 2017)

The Government may enter the property before the commencement date of the Lease to inspect the property and to perform an environmental review. If, within the first thirty days following the commencement date of the Lease, the Government determines, in its sole discretion, that the property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the property, the Government shall have the right to cancel this Lease by providing written notice to the Lessor, in which case no rental or other payment shall be due and owing. If the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the Lease, its right to cancel this Lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government.

6.05 RIGHTS AND OBLIGATIONS (FEMA) (AUG 2017)

All rights, responsibilities and obligations of the Government as Lessee hereunder shall be deemed to be those of FEMA, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the Lease shall be taken by the Lessor against FEMA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the Lease shall be taken by the Lessor against FEMA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at FEMA set forth above.

6.06 FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604 Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603 Email Address: <u>FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV</u>

To ensure timely processing, invoices for disaster leases should include the following information:

- A. Request for payment on company letterhead
- B. Lease Number (_____
- C. Disaster Number (DR-____
- D. 146-0-2 Document Control Number (_____
- E. An Invoice Number and Date
- F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

LESSOR: _____

GOVERNMENT:

6.07 FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are:

| Primary: | , FEMA Logistics Manager |
|------------|---------------------------|
| Telephone: | (Office) (Cell) |
| Alternate: | , GSA Contracting Officer |
| Telephone: | • • • |
| ·····- | (Office) |
| | (Cell) |

6.08 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (OCT 2020)

The following clauses of GSA Form 3517, attached to this Lease, are hereby deleted in their entirety and the following is inserted in lieu thereof:

A. GSAR 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)

B. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) is replaced with 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013).

6.09 LAND IMPROVEMENTS (FEMA) (AUG 2017)

The Lessor shall complete the following improvements within _____ days after occupancy:

6.10 AUTOMATIC RENEWAL - MONTH TO MONTH (FEMA) (AUG 2017)

If the Government, with the knowledge and consent of Lessor, continues to remain in or on the Property after the expiration of the Lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.

6.11 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a reinspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

LEASE NO. GS-_P-L____, PAGE 5

AGE 5 LESSOR:

_____ GOVERNMENT: ____

FEMA SUPPLEMENTAL LAND LEASE REQUIREMENTS REV (10/2022)

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) Definitions. As used in this provision— "Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Representation. The Offeror represents that— It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.
- (d) *Disclosures*. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—
 - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
 - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

LESSOR: _____ GOVERNMENT: ____

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment REV (10/19) Page 1 (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
|---|------------------------------------|------------------|
| | Signature | Date |

LESSOR: _____ GOVERNMENT: ____

| REPRESENTATIONS AND CERTIFICATIONS | Request for Lease | Dated |
|---|-------------------|-------|
| (Acquisition of Leasehold Interests in Real Property) (For Leases At or Below the Simplified Lease Acquisition | Proposals Number | Datod |
| Threshold) | | |

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in <u>38 U.S.C.101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C.101(16)</u>.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at $\underline{38}$ U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

(2) The small business size standard is \$41.5 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

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- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _______] Each WOSB concern eligible under the WOSB Program participating in the joint venture: _______] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It[] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* ______.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is

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accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:*______.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Notice. Under <u>15 U.S.C.645(d)</u>, any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteranowned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that-

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that-

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at <u>2 U.S.C. 1602(8)</u>. The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are

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defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (<u>52.203-12</u>) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by <u>31 U.S.C. 1352</u>. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5. 52.225-20 - PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

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(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

6. 52.225-25 - PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

(a) Definitions. As used in this provision-

Person-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at <u>CISADA106@state.gov</u>.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) <u>25.703-4</u>, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

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(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR <u>25.703-2</u>(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List <u>at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</u>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, <u>52.225-4</u>, <u>52.225-4</u>, <u>52.225-24</u>, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

7. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - J TIN:
 - TIN has been applied for.
 - TIN is not required because:
 - j Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United

States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

[] Sole proprietorship;[[] Partnership;[[] Corporate entity (not tax-exempt);[[] Corporate entity (tax-exempt);[

Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other

- (f) Common Parent.
 - [] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - [] Name and TIN of common parent:

Name

TIN

8. 52.204-6 - UNIQUE ENTITY IDENTIFIER (OCT 2016)

(a) Definition. As used in this provision-

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see <u>subpart 32.11</u>) for the same entity.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <u>www.sam.gov</u> for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at <u>www.sam.gov</u> for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly

recognized.

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

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(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

9. SYSTEM FOR AWARD MANAGEMENT - FEMA (JAN 2022)

The Offeror must be registered in the System for Award Management (SAM) prior to Lease award, unless a later registration date is permitted by the RLP and Lease. The Offeror shall register via the Internet at <u>https://www.sam.gov</u>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[] Will Activate Registration and Submit Copy to the Government within 30 days after Lease Award (only applies to Disaster Leases using 52:204-7, System for Award Management Alternate 1)

| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
|--|------------------------------------|---------------------|
| | Signature | Date |

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| TAYL | OR COUNT | Y BOARD OF COMMISSIONERS | |
|------------------------------|-------------------------------------|--|--|
| | County | Commission Agenda Item | |
| | The Board to co public cemeterio | onsider approval for request for debris removal within es. | |
| MEETING DATE REC | UESTED: | 10/2/2023 | |
| | | | |
| Statement of Issue: | • | To grant permission for debris removal within public cemeteries maintained by Taylor County. | |
| Recommended Actio | n: Approve | Approve | |
| Fiscal Impact: TBD | | TBD | |
| Budgeted Expense: N/A-Hurric | | N/A-Hurricane related | |
| Submitted By: | LaWanda | LaWanda Pemberton, County Administrator | |
| Contact: | (850) 838 | (850) 838-3500 ext. 6 | |
| | | | |

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per Taylor County policy 2008-13 routine maintenance is performed within "public" cemeteries. This is defined by policy as mowing and any request for maintenance beyond mowing is to be approved by the Board of County Commissioners.

The County Administrator is requesting permission to task the Debris Management contractor and monitoring contractor to remove hazardous trees, limbs and stumps within public cemeteries. The costs will be submitted to FEMA for reimbursement. The County Administrator has discussed the current policy with the grants consultant and the monitoring contractor and they concur that the Board should consider approval of the debris removal, per policy.

Options:

Approve/not approve

Attachments:

County policy 2008-13



Taylor County Board of County Commissioners' Policy Manual

Policy #:

Title:

Effective Date:

11/03/08

2008-13

Public Cemetery Maintenance

PURPOSE

Establish guidelines for maintenance of public cemeteries and church cemeteries open to the public.

REFERENCE

Laws of the State of Florida, Chapter 67-2131, 1-3 Special Legislative Act

POLICY

The County may perform minor maintenance on Church cemeteries open to the public. This maintenance is to be limited to periodic grass mowing. Routing mowing will only be accomplished by contractual services, inmate labor or County employees designated and budgeted to perform this service. The frequency of mowing will be based upon the level of service established by the Board of County Commissioners. Any request for work beyond routine mowing must be made to the Board of County Commissioners at a regularly scheduled Board meeting by a representative of the specific public cemetery governing board and approved by a majority vote of the Board of County Commissioners. The mowing will be done consistently with an established revolving cycle basis and this cycle will not be broken unless approved by the County Administrator.

Each cemetery maintained by the County must have a cemetery governing board and the board must enter into a written agreement under which it is understood that as a public cemetery it is open for use by the community at large (a private cemetery is used only by a small segment of the community and family). In order to have the County perform maintenance using public funds the cemetery governing board must certify that the cemetery is a public cemetery and that all members of the public upon request have the right to be interred at the cemetery regardless of race, creed or religious affiliation.

RESPONSIBLE DEPARTMENT

Public Works

Sunset Date: None

Last Updated: 11/03/08