## SUGGESTED AGENDA

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, OCTOBER 16, 2018 9:00 A.M.

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

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

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

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

# BIDS/PUBLIC HEARINGS:

NONE

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### AWARDS/RECOGNITION:

NONE

# CONSENT ITEMS:

- 4. APPROVAL OF MINUTES NONE
- 5. EXAMINATION AND APPROVAL OF INVOICES.

6. THE BOARD TO CONSIDER APPROVAL OF THE VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION TO THE FLORIDA FOREST SERVICE, FOR THE PURCHASE OF BUNKER GEAR FOR FIREFIGHTERS, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

# PUBLIC REQUESTS:

7. MELISSA BEAUDRY, LANGTON CONSULTING, TO APPEAR TO REQUEST REALLOCATION OF COUNTY MATCH DOLLARS FOR CANAL DREDGING PROJECTS.

# HOSPITAL ITEMS:

NONE

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# ADVISORY COMMITTEE REPORTS:

NONE

# CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

- 8. CHIEF CHUCK MINCY, TAYLOR COUNTY SHERIFF'S OFFICE, TO APPEAR TO REQUEST APPROVAL TO PLACE MILLING IN THE PARKING LOT OF THE SHERIFF'S SUBSTATION IN STEINHATCHEE.
- 9. THE BOARD TO CONSIDER APPROVAL OF RECOMMENDATION OF THE HAZARD MITIGATION GRANT PROGRAM (HMGP) BID COMMITTEE FOR THE ELEVATION OF TWO (2) HOMES, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DEPUTY DIRECTOR.
- 10. THE BOARD TO CONSIDER REQUEST TO FUND THE HMGP, FOR THE INSTALLATION OF A GENERATOR AND REQUIRED ELECTRICAL IMPROVEMENTS AT FOREST CAPITAL HALL, AS AGENDAED BY THE EMERGENCY MANAGEMENT DEPUTY DIRECTOR.

# COUNTY STAFF ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF EMS COUNTY GRANT APPLICATION, ADOPTION OF AUTHORIZING RESOLUTION AND REQUEST FOR GRANT FUND DISTRIBUTION, AS AGENDAED BY THE GRANTS DIRECTOR.

13. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) SUPPLEMENTAL JOINT
PARTICIPATION AGREEMENT AND ADOPTION OF AUTHORIZING
RESOLUTION, FOR THE REMOVAL OF OBSTACLES AT THE PERRYFOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

# **GENERAL BUSINESS:**

NONE

7.

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# COUNTY ATTORNEY ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF DRAFT REVISED ANIMAL CONTROL ORDINANCE AND ADVERTISEMENT FOR PUBLIC HEARING, AS PREPARED BY THE COUNTY ATTORNEY.

### COUNTY ADMINISTRATOR ITEMS:

- 15. THE COUNTY ADMINISRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 16. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 17. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

# FOR YOUR INFORMATION:

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

# www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 6, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

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# TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Volunteer Fire Assistance Grant Application to Florida Forest Service in the amount of \$10,421.45 to purchase bunker gear for firefighters.

MEETING DATE REQUESTED:

October 16, 2018

Statement of Issue: Board to approve grant application in the amount of

\$10,421.45 to Florida Forest Service requesting funding assistance to purchase five sets of bunker gear for Taylor

County Fire Rescue.

Recommended Action: Board to approve Volunteer Fire Assistance Grant

Application

Fiscal Impact: The County will be required to provide a match of \$5,210.23 which has already been budgeted by the Fire Chief, Dan Cassell. No additional County funds will be required.

Budgeted Expense: Yes, the match funds were previously budgeted to purchase this equipment.

Submitted By:

Melody Cox

Contact: Melody Cox

# SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is requesting funding assistance to purchase

five sets of bunker gear.

Attachments: Grant Application, and required support documents



# Florida Department of Agriculture and Consumer Services Florida Forest Service VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

LEGAL NAME Taylor County Board of Commissioners				FORM	OF ORGANIZATION: (Municip	oal, Fire District, Non-Pr	ofit, County)
ADDRESS 201 E. Green Street				County			
CITY				IF CO	IF COUNTY, LIST VFD'S BENEFITING FROM GRANT:		
Perry STATE	ZIP			Sha	Shady Grove (North)		
Florida	32347			Kea	ton Beach (South)		
COUNTY Taylor	COUNTY#						
EMPLOYER IDENTIFICATION NUMBER (	EIN)		–				
5 9 - 6 0	0 8 7 9						
IS FIRE DEPARTMENT LOCATED IN AN	INCORPORATED TOWN?						
YES NO 🖾 IF YES, NAME OF TO	wn:			WHAT	IS THE FIRE DEPARTMENT I	SO RATING? 9	
POPULATION OF TOWN:				IS FIR	E DEPARTMENT NIMS COMP	LIANT? YES 🔀 NO	
		<i>-</i>	·C\-	CURR	ENT COOPERATIVE AGREEN	MENT WITH FFS? YE	s⊠ NO□
PROTECTED AREA: EST. POPULATION	7,800 SIZE: (SQ. M.	ILE	625		NCE OF CLOSEST MUTUAL A		п: 18-35
				NAME	OF FIRE DEPARTMENT: Ci	ty of Perry	
NUMBER OF FIREFIGHTERS: PAID: 13 VOLUNTEERS: 20  NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 87 OTHER: 49  NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I 1 WILDLAND FIREFIGHTER II 32		490	HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES NO   IF YES, WHERE?   FL Division of Forestry  AMOUNT: \$ 5,144.22  LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months)				
				AMOL	INT: \$ 28,562.00	JISTRICTS (Past 12 M	onuis)
LIST OF FIREFIGHTING VEHICLES:					······································		
TYPE	MAKE/YR.MO	DE	L	PUMP CAPACITY (GPM)		WATER CAPACI	TY (GAL.)
Brush Truck	Ford 550/	20	05	120		300	
Engine	Ford 550/	2001		1250		1000	
Engine	Chevy C60	/1	.986	1000		1000	
Engine	Ford 550/	19	99	1250		1000	
ESTIMATED GRANT FUNDING REQUEST:			LIST OF EC	QUIPMENT OR SUPPLIES TO PURCHASE WITH GR		ASE WITH GRANT FU	NDS:
FEDERAL \$5,210.22			NUMBER		DESCRIPTION		AMOUNT
APPLICANT \$5,210.23	\$5,210.23 5		5		Bunker Gear		2,084.29
COUNTY \$							
TOTAL \$ 10,421.45							
(Federal not more than 50% of total. Applicant at least 50% of							
total in matching funds.)							10,421.45

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative	Title	Telephone Number: (850) 838-3553
Pam Feagle	Chairman	FAX: (850 ) 838-3501
Signature of Authorized Representative	Date Signed and Submitted	Email:
		melody.cox@taylorcountygov.com

#### ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

#### As the duly authorized representative of the applicant I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the

program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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Standard Form 424B (9-03)Prescribed by OMB Circular A-102

- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for

- research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE		
	Chairman		
APPLICANT ORGANIZATION Taylor County Board of Commissioners		DATE SUBMITTED	10/16/2018

V, B-6 (02/05) Authorized for Local Reproduction) Standard Form 424B (9-03 Prescribed by OMB Circular A-102

# U. S. DEPARTMENT OF AGRICULTURE

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <u>Federal Register</u> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on reverse.)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME	
Taylor County Board of Commissioners	Firefighter Gear	
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Pam Feagle, Chairman		l
SIGNATURE		DATE
		10/16/2018

### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default



# TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request to allocate County General Revenue Match Funds for Design and Permitting for Canal Dredging project.



MEETING DATE REQUESTED: 10/16/2018

Statement of Issue: Request to reallocate County general revenue match funds for

design and permitting from Steinhatchee Boat Ramp Basin

Canal Dredging project to the Keaton Beach Canal

Dredging project.

Recommended Action:

Board approval of reallocation request

Fiscal Impact:

\$98,347.59 total

Budgeted Expense: \$11,145 in the current fiscal year.

Submitted By:

**Langton Consulting** 

Contact:

# SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On March 9, 2018, the U.S. Department of Treasury approved Taylor County's Multi-Year Implementation Plan (MYP) that describes the first five (5) canal dredging projects funded with RESTORE Act Direct Component Program funds. We are now prepared to submit our first grant application to the U.S. Department of Treasury for the Keaton Beach Canal Dredging project. Upon further review, it was decided that between the RESTORE Act funds and the County general revenue match funds currently allocated toward the Keaton Beach project, there will be a budget deficit for the design and permitting phase.

Options: Therefore, we are requesting the Board's approval to move the \$98,347.59 from the 2019 fiscal year Steinhatchee Boat Ramp Basin Canal Dredging project budget to the 2018 fiscal year Keaton Beach Canal Dredging Project budget. These County general revenue match funds will be used towards design and permitting for both the Keaton Beach Canal Dredging project and the Steinhatchee Boat Ramp Basin Canal Dredging project.

# TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RECOMMENDATIONS OF HMGP **ELEVATION BID COMMITTEE** 

**Meeting Date:** 

**OCTOBER 16, 2018** 

Statement of Issue:

The HMGP bid committee met on September 11, 2018 and discussed bids received for two out of the four homes that would benefit from the HMGP grant. The bid committee reviewed the bids and recommended rejection. The bid instructions were not followed and a set bid price was not established. The bid committee also voted to reject the grant all together as re-

bidding would not generate a different outcome.

Recommendation: REJECT THE GRANT

Fiscal Impact:

N/A

Budgeted Expense: Yes | No |

N/A X

**Submitted By:** 

KRISTY ANDERSON, TCSO EMERGENCY MANAGEMENT

Contact:

850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts, & Issues:

The HMGP elevation bid was executed from the state on March 20, 2018. Since that time bids have been submitted for two of the four homes. A letter was sent to the state on August 27, 2018 asking for a postponement of the HMGP grant until January of 2019 due to shortfalls in the counties reserves. Taylor County is continuing to submit quarterly reports as required. The two bids that were received were for Mr. John Morris' home for \$77,492.85 and Mrs. Charlotte Clark for \$51,035.17. The contractor that bid on both homes was Rudy Blanco Home Source LLC. The total amount of the grant is \$173,516.00 and must be completed by December 13, 2019. Each of the four homeowners have paid out of pocket for their elevation certificate.



# WAYNE PADGETT - TAYLOR COUNTY

108 N. Jefferson Street, Suite 103 • Perry, Florida 32347 850-584-4225 • 1-800-800-4740 Dispatch 1-800-669-7123

August 27, 2018

Jeremy D. O'Dell Senior Management Analysis I Hazard Mitigation Grant Program Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100

Re: HMGP 4280-08-R - Elevation Grant

Dear Mr. O'Dell:

Taylor County wishes to postpone our HMGP mitigation grant 4280-08-R until January 2019. Currently we are experiencing shortfalls in our reserves that we would use to fund this grant. At that time we will reassess our budget and hope to move forward with the project.

We will continue to submit the required quarterly reports to your office in a timely manner.

Sincerely

Chuck Mincy

**Chief Deputy** 

Taylor County Sheriff's Office

**Division of Emergency Management** 

# TAYLOR COUNTY HAZARD MITIGATION GRANT PROGRAM WORK WRITE-UP/BID FORM

Owner: John E. Morris

Address: 220 N. Sandpiper Road

Mailing Address: P.O. Box 479, Perry, Florida 32348

**Phone #:** 706-575-7003

706-575-7003 Alternate Phone #:

Parcel # 07015-100

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specifications for detailed instructions for the stairs/landings noted below.

Item#	System	Description of Work	Location	Price
001	Structure Elevation	Provide all design, engineering, elevation plans and permitting necessary for the complete elevation of the structure so that the elevation of the lowest floor is at least one (1) foot above base flood elevation as determined by the elevation benchmark and elevation certificate provided. The underside of the house is not to be enclosed and must be left open to facilitate the free flow of water beneath the structure. Any enclosure beneath the structure will have hydrostatic vents and can only be used for storage or parking. Attaining this height above base flood elevation is the responsibility of the contractor by coordinating with the surveyor and interpreting the elevation necessary and correct. At the completion of the construction process, an additional Certificate of Elevation will be provided by the contractor using a State of Florida Licensed Surveyor.	Structure	
002	Utilities	Coordinate all reconnection of utilities with the appropriate trades such as electrical, plumbing and HVAC to meet current codes. This will include the elevation of the Air Compressor	All	

John Mono

Co-Owner Signature

Contractor's Signature

Taylor County Hazard Mitigation Grant Program Bid Form

Page 1 of 3



# THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Hazard Mitigation Grant Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

	,	L-B-
Work must be completed and appro	oved within <u>90</u> days of the issuance of the Notice to Proceed	•
The house is to be occupied;	X vacant for <u>90</u> days.	
Regulation, and that I am eligible that change orders above the originapproved by the homeowner or him.	I by the State of Florida, Department of Business, and F to participate in the Hazard Mitigation Grant Program. I nal contract amount shall only be paid for with HMGP fu is representative, the contractor, and local government p nange order. Change orders must be recommended by the	l also agree inds only if rior to any
Company Name	Rudy Blanco HOME Source &	La
	Rudy Blanco	
Contractor's Signature	082	
Contractor's Address	7087 Valhalla Ranch Dr Parry	F1 3-234-8
Contractor's License #	· · · · · · · · · · · · · · · · · · ·	
Contractor's Phone Number		_
Contractor's E-Mail Address	Rudy Blanco @ yphov.com	
Owner Signature	John Mans	
Co-Owner Signature		
Contractor's Signature	Court Program Pid Form	
Taylor County Hazard Mitigati	ion Grant Program Bid Form Page 3	of 3



Home Source LLC

Building Dreams.

7087 Valhalla Ranch Dr. Perry, Florida. 32348

Phone (850) 672-0706 Fax (850) 223-3121

Residential Contractor LIC # CRC 1329452

# Rudyblanco@yahoo.com

Mr. John Morris&

Mrs. Charlotte Clark

220 Sandpiper rd

Cedar Island.

Perry FI, 32348

706-575-7003

850-295-9148

August 1, 2018

Page # 1

Cedar Island Beach Home Structure Elevation

Scope of work: \*Consult with Architect, Engineer, surveyor and county permit
Office to acquire all necessary elevation plans, permits and
Certificates for the structure to be lifted 23 feet above sea
level. Base Flood elevation bench mark and elevation certificate
Are Attached to Estimate as stated by the codes for the area of
Cedar island in taylor couty were work is to be performed.
Remove all debris in the way for new pad and columns to be
Installed Lift structure to new height and attached to new
Columns as stated by the plans on site.

\$62,867.96



# TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

		•	July 6, 201	8		, , , , , , , , , , , , , , , , , , , ,	
Property Owner:			JOH	N E MOR	RIS		
Address:			220 N S	SANDPIP	ER RD	<del></del>	<del></del>
Mailing Address:		P O BOX 479, PERRY, FL 32348					
Section: 01	Township:	08	_Range:	07	_Parcel #:	0701	5-100
Locality:	BEAC	H'S		_ A	ccess Road	l: <u>L</u> c	ocal
Flood Zone:	VE	B. F. E	: <b>21</b>	_Map #:	12	2123C057	9D
Required elevation 22	feet above sea	level with b	enchmark a	nd elevation	n cerificate fro	om licensed	surveyor.
FEMA Community	Number:	12	0302	_			
0.95 Acre(s) LEG 0000 N78DW 204.70 FT N1			ND URS CO	M NW CO	R CEDAR ISI	AND BAHIA	<u>UNIT</u>
Land Use Classific	ation:		MIXED U	SE - URE	BAN DEVE	LOPMENT	Γ
Residential Densit	v:	<b>2</b> L	JNITS/ 1 A	CRE			
With Public Water	•	1			r 1/4	Acre	
With Public Water	and Sewer:	8	Dwellin			Acre	
Setbacks (property	y line):	Fror	nt: <b>30</b>	_ Side	e: <u>10</u>	Rear: _	15
Building & Plannin	g Represent	i			than 8 uni		e must be
					Danny Grin	er	

Received byX	Myruv Check#	CashX
	Thank you for your business.	

# TAYLOR COUNTY HAZARD MITIGATION GRANT PROGRAM WORK WRITE-UP/BID FORM

Owner: Charlotte Clark

Address: 21546 Heron Road

Mailing Address: P.O. Box 255, Perry, Florida 32348

**Phone #:** 850-295-1948

Alternate Phone #:

Parcel # 07058-000

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specifications for detailed instructions for the stairs/landings noted below.

Item#	System	Description of Work	Location	Price
001	Structure Elevation	Provide all design, engineering, elevation plans and permitting necessary for the complete elevation of the structure so that the elevation of the lowest floor is at least one (1) foot above base flood elevation as determined by the elevation benchmark and elevation certificate provided. The underside of the house is not to be enclosed and must be left open to facilitate the free flow of water beneath the structure. Any enclosure beneath the structure will have hydrostatic vents and can only be used for storage or parking. Attaining this height above base flood elevation is the responsibility of the contractor by coordinating with the surveyor and interpreting the elevation necessary and correct. At the completion of the construction process, an additional Certificate of Elevation will be provided by the contractor using a State of Florida Licensed Surveyor.	Structure	
002	Utilities	Coordinate all reconnection of utilities with the appropriate trades such as electrical, plumbing and HVAC to meet current codes. This will include the elevation of the Air Compressor	All	

Owner Signature	۴
Co-Owner Signati	ure

Contractor's Signature

Taylor County Hazard Mitigation Grant Program Bid Form

molette Clark

Page 1 of 3

# THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Hazard Mitigation Grant Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

space provided or the bid will be rejected. Signature of contractor required at bottom of eac	h page.
Work must be completed and approved within 90 days of the issuance of the Notice to Proceed	ed.
The house is to be occupied; X vacant for 90 days.	
I hereby certify that I am licensed by the State of Florida, Department of Business, and Regulation, and that I am eligible to participate in the Hazard Mitigation Grant Program. that change orders above the original contract amount shall only be paid for with HMGP approved by the homeowner or his representative, the contractor, and local government initiation of work based on that change order. Change orders must be recommended by department.	I also agree funds only if prior to any
Contractor's Name (Print Name)  Contractor's Signature  Contractor's Address  Contractor's Address  Contractor's Address  Contractor's Address	
Contractor's License # CPC 132945 Z	
Contractor's Phone Number (850) 672-0706  Contractor's E-Mail Address Rudy Blanco & yahoo. Com	
Communications — — — — — — — — — — — — — — — — — — —	
Owner Signature  Co-Owner Signature Contractor's Signature Taylor County Hazard Mitigation Grant Program Bid Form Page	- - 3 of 3



Building Dreams.

7087 Valhalla Ranch Dr. Perry, Florida. 32348

Phone (850) 672-0706 Fax (850) 223-3121

Residential Contractor LIC # CRC 1329452

# Rudyblanco@yahoo.com

Mr. John Morris& Mrs. Charlotte Clark 21456 Heron rd

Cedar Island.

Perry FI, 32348 706-575-7003

850-295-9148

August 1, 2018

Page # 1

Cedar Island Beach Home Structure Elevation

Scope of work: \*Consult with Architect, Engineer, surveyor and county permit
Office to acquire all necessary elevation plans, permits and
Certificates for the structure to be lifted 21 feet above sea
level. Base Flood elevation bench mark and elevation certificate
Are Attached to Estimate as stated by the codes for the area of
Cedar island in taylor couty were work is to be performed.
Remove all debris in the way for new pad and columns to be
Installed. Lift structure to new height and attached to new
Columns as stated by the plans on site.

# M.H. RATLIFF

# REGISTERED LAND SURVEYOR 2998 GOLF COURSE ROAD . PERRY, FLORIDA 32348

Office (850) 584-7070

Fax (850) 584-7070

DATE: APRIL 19, 2017

TO: CHARLOTTE CLARK

SUBJECT: BENCHMARK

TWO BENCHMARKS HAVE BEEN ESTABLISHED ON LOT 44, CEDAR ISLAND, BAHIA UNIT. THE BENCHMARKS ARE A 40 PENNY NAIL IN A 26" PINE TREE AND A MASONRY NAIL IN A POWER POLE #132369, BOTH AT AN ELEVATION OF 7.00 FEET (1988 DATUM).

M.H. RATLIFF REGISTERED LAND SURVEYOR F.R.C. #2216 2998 GOLF COURSE ROAD PERRY, FLORIDA 32348 (850)584-7070 The bid committee met, reviewed the bids recommended rejection. The Did untructions were not followed and a set bid price was not established. The bid committee aslo voted to reject the grant all together as re-bidding Would not grerate a différent outcome. 9/11/18

Kust Anderson Aus Felan Mulay Cas Jamin Boothor



# DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT Governor WESLEY MAUL Director

March 20, 2018

Mr. Steve Spradley Emergency Services Director Taylor County BOCC 591 E. US 27 Perry, Florida 32347

Re: Project #4280-08-R, Taylor County BOCC

Dear Mr. Spradley:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0028 between Taylor County BOCC and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website:

http://www.floridadisaster.org/Mitigation/Hazard/index.htm. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Jeremy O'Dell, Project Manager Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Jeremy O'Dell at (850) 815-4540.

Respectfully,

Miles E. Anderson

Bureau Chief, Mitigation

State Hazard Mitigation Officer

MEA:km/a Enclosure

**Agreement Number: H0028** 

Project Number: 4280-08-R

#### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Taylor County BOCC
Sub-Recipient's unique entity identifier:	59-6000879
Federal Award Identification Number (FAIN):	FEMA-DR-4280-FL
Federal Award Date:	December 12, 2017
Subaward Period of Performance Start and End Date:	Upon Execution thru December 13, 2019
Amount of Federal Funds Obligated by this Agreement:	\$173,516.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:  Total Amount of the Federal Award committed to the Sub-	\$173,516.00
Recipient by the pass-through entity	\$173,516.00
Federal award project description (see FFATA):	Taylor County BOCC - Elevation Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Jeremy.odell@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Taylor County Board of County Commissioners, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

# THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
  - C. The Division has statutory authority to disburse the funds under this Agreement. THEREFORE, the Division and the Sub-Recipient agree to the following:

# (1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

# (2) LAWS, RULES, REGULATIONS AND POLICIES

- a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
  - b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

# (3) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:
  - i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
  - b. The Division's Grant Manager for this Agreement is:

Jeremy O'Dell, Project Manager
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100:

Telephone: (850) 815-4550

Email: Jeremy.odell@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Steve Spradley, Emergency Management Director Taylor County BOCC 591 E US 27

Perry, Florida 32347:

Telephone: (850) 838-3575

Fax: (850) 838-3523

Email: steve.spradley@taylorcountygov.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

### (4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

# (5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

# (6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

### (7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

# (8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on <u>December 13, 2019</u>, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

#### (9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$173,516.00.

- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
  - i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
  - j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

## (10)RECORDS

- a. As required by 2 C,F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) fiscal years from the date of completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:
- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding

agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

- g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.
- i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work Attachment A and all other applicable laws and regulations.

## (11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

# <u>OR</u>

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 12) REPORTS

- a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
- c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.
- f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

### 13)MONITORING.

- a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

# 14)LIABILITY

- a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.
- b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### 15) DEFAULT.

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If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

### 16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
  - c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
  - e. Exercise any corrective or remedial actions, to include but not be limited to:
- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
  - f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### 17)TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### 18)PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
- c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.
- d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.
- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do
- business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated

companies;

iv. Execute noncompetitive contracts to consultants that are on retainer

contracts;

- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an

equivalent;

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
  - viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
- k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
- I. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### 19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
  - i. Exhibit 1 Funding Sources
  - ii. Attachment A Budget and Scope of Work
  - iii. Attachment B Program Statutes and Regulations
  - iv. Attachment C Statement of Assurances
  - v. Attachment D Request for Advance or Reimbursement
  - vi. Attachment E Justification of Advance Payment
  - vii. Attachment F Quarterly Report Form
  - viii. Attachment G Warranties and Representations
  - ix. Attachment H Certification Regarding Debarment
  - x. Attachment I Federal Funding Accountability and Transparency Act
  - xi. Attachment J Mandatory Contract Provisions

#### 20)PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### 21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

## 22)MANDATED CONDITIONS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.
- b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.
- d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.
- h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.
- i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.
- j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.
- k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

### (23)LOBBYING PROHIBITION

- a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### (24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.
- c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

#### (25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

#### (26) EQUAL OPPORTUNITY EMPLOYMENT

m. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- n. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- o. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- p. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### (27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## (28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

## (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### (31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## (32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, <u>where the requirement permits</u>, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out <u>and document</u> the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

#### (33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Taylor County BOCC
By: Malcolm V. Base  Name and Title: MALCOLM V. PAGE, Vice - Cheursman
Date: $3-20-2018$
FID#: <u>F59-6000879</u>
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT
By:Miles E. Anderson  Mitigation Bureau Chief
Name and Title: Westey Maul, Director Michael Kennett, Deputy Director
Date: 4 2 2 2 2

#### **EXHIBIT - 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded. Delete text before finalizing agreement.

## Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$173,516.00

## THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

#### Federal Program:

- 1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Elevation of flood prone structures
- 2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects be included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.

#### Attachment A

#### **Budget and Scope of Work**

#### **STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to elevate 6 Coastal Homes in Taylor County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4280-08-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Taylor County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### **PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate residential structures located in Perry and Steinhatchee in Taylor County, Florida 32348 and 32359.

Taylor County proposes to retrofit six residences by elevating the structures one foot above the Base Flood Elevation (BFE). The proposed elevations will ensure that the six homes will meet the current Florida Building codes and local standards. A structural assessment will be performed by a licensed professional on each structure to assure that the building is sound and can be elevated without damage. A new foundation, supporting piles and stairs will also be constructed. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The project shall provide protection against a 100-year storm event.

**Important Note:** The Recipient should perform a structural assessment and shall submit the report to the State promptly. Failure to submit this report shall result in removal of funding.

#### **Project Locations:**

646 Hawk Ridge, Perry, FL 32348 29.817025, -83.576826 684 Hawk Ridge, Perry, FL 32348 29.817041, -83.576253 2 5th Street NE, Steinhatchee, FL 32359 29.674422, -83.385929 21546 Heron Road, Perry, FL 32348 29.811534, -83.581463 220 Sandpiper Road, Perry, FL 32348 29.816516, -83.586333 12 Park Avenue SE, Steinhatchee, FL 32359 29.6734, -83.38724

#### **TASKS & DELIVERABLES:**

#### A) Tasks

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Local Building Official Building Permit;
- b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.
- c) A Copy of Elevation Certificate before mitigation, if applicable.
- d) A Copy of the Final Elevation Certificate, after mitigation.

- e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized, as applicable.
- f) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (g), below, and that they will maintain flood insurance.
- g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- h) Confirmation that the Sub-Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:
  - "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."
- Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.
- j) Letter verifying that equipment was not staged in the floodplain and/or wetland areas.
- k) Copy of the United States Army Corps of Engineers (USACE) Permit or No Permit Required (NPR).
- Copy of the Florida Department of Environmental Protection (FDEP) Permit if applicable.
- m) Letter verifying if any significant items (or evidence thereof) were discovered during implementation of the project, and that the Sub-Recipient handled, managed, and disposed of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies.
- n) Letter verifying if any asbestos containing material, lead-based paint, or other toxic materials were found during construction activities, and that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements. Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials shall be provided if applicable.
- o) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but

not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

### B) Deliverables

Mitigation Activities consist of elevation of six residential structures one foot above the Base Flood Elevation (BFE). The proposed elevations will ensure that the six homes will meet the current Florida Building codes and local standards.

The project shall provide protection against a 100-year storm event.

The Recipient should perform a structural assessment and shall submit the report to the State promptly. Failure to submit this report shall result in removal of funding.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### **PROJECT CONDITIONS AND REQUIREMENTS:**

#### C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final approval, as applicable.
- The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
- 4) The Sub-Recipient shall submit a copy of Elevation Certificate prepared after mitigation.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.
- 6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

#### D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with *Florida Statutes, Section* 872.05.

- 4) There shall be no staging of equipment in the floodplain and/or wetland areas. Verification of compliance is required at project closeout.
- 5) The Sub-Recipient is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) form FDEP prior to initiating work. The Sub-Recipient shall comply with all conditions and pre-construction notification requirements of the required permit (s). All coordination pertaining to these activities and compliance shall be documented and maintained in the Sub-Recipient permanent files. Failure to comply with these conditions may jeopardize FEMA funding: verification of compliance is required at project closeout. If the project results in a No Permit Required (NPR) determination, then this documentation must also be forwarded to FEMA upon closeout.
- 6) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Verification of compliance is required at project closeout.
- 7) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state, and local abatement and disposal requirements. Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing material (ACM) were taken to an authorized landfill for such materials. Verification of compliance is required at project closeout.
- 8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

#### E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) The Sub-Recipient shall submit a Certificate of Occupancy for each structure in the project to certify that the structure is code-compliant.
- 7) The Sub-Recipient shall submit a copy of the recorded deed amendment for each property
- 8) The Sub-Recipient shall submit a Certification by an engineer, floodplain manager, or senior local official that the completed structure elevation is in compliance with local ordinances and NFIP regulations, including all applicable NFIP Technical Bulletins
- 9) The Sub-Recipient shall submit a Verification of Flood Insurance.

This is FEMA Project Number 4280-08-R, and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4280-DR-FL

The project was approved by FEMA on December 12, 2017, and shall begin upon execution of both parties. The Period of Performance (POP) for this project shall end on December 13, 2019.

#### **FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

#### **SCHEDULE OF WORK:**

Total Period of Performance:	24	Months
State Final Inspection/Close Out	3	Months
Taylor County Site Inspection:	3	Months
Weather Delay:	2	Months
Elevate 6 Structures & Remove Debris:	7	Months
Notice to Proceed:	2	Months
Project Cash Match Documents:	2	Months
Final bid estimate on each home & home owner App.:	2	Months
State Contracting:	3	Months

### **BUDGET:**

#### Line Item Budget

	Project Costs	Federal Share	Local Share
1. 646 Hawk Ridge, Perry, FL 32348	\$26,500.00	\$19,875.00	\$6,625.00
2. 684 Hawk Ridge, Perry, FL 32348	\$34,900.00	\$26,175.00	\$8,725.00
3. 2 5th Street NE, Steinhatchee, FL 32359	\$43,000.00	\$32,250.00	\$10,750.00
4. 21546 Heron Road, Perry, FL 32348	\$43,768.00	\$32,826.00	\$10,942.00
5. 220 Sandpiper Road, Perry, FL 32348	\$49,687.00	\$37,265.00	\$12,422.00
6. 12 Park Avenue SE, Steinhatchee, FL 32359	\$33,500.00	\$25,125.00	\$8,375.00
Total Project Costs:	\$231,355.00	\$173,516.00	\$57,839.00
unding Summary			

Total Project Cost:	\$231,355.00	(100.0%)
Local Share:	\$57,839.00	(25%)
Federal Share:	\$173,516.00	(75%)

#### Attachment B

#### **Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space:
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15)Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act (17)
- Omnibus Crime Control and Safe Streets Act of 1968, as amended (18)
- (19)
- Victims of Crime Act (as appropriate)
  Section 504 of the Rehabilitation Act of 1973, as amended (20)
- Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990) (21)
- Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and (22)Part 39
- (23)42 U.S.C. 5154a

#### **Attachment C**

#### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

- used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
  - For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha\_conditions.shtm
- (k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (I) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

- reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto:
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

## **Attachment D**

## **DIVISION OF EMERGENCY MANAGEMENT**

# REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT:	Taylor County BOCC				<del></del>
REMIT ADDRESS:					
CITY:		STATE:		z	IP CODE:
PROJECT TYPE:	Elevation Project	PRO	JECT#:	4280-08-	R
PROGRAM: Haz	ard Mitigation Program	CON	TRACT#:	H0028	
APPROVED BUDGE	:т:	FEDERAL SHARE	<u> </u>		MATCH:
ADVANCED RECEIVE	D: N/A	AMOUNT:		SET	ITLED?
Invoice Period:	То			Pay	yment #:
Eligible Amount 100%	Obligated Federal Amount	Obligated Non- Federal		Divis	ion Use Only
(Current Request)	%	%	Appro	oved	Comments
TOTAL CURRENT REQUEST:   Sy signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.					
SUB-RECIPIENT SIG		·			
Name / Title:					Date:
	то	BE COMPLETED BY	THE DIVISI	ION	
APPROVED PROJE	CT TOTAL \$	<del></del>			
ADMINISTRATIVE (	COST _\$	GOV	ERNOR'S A	UTHORIZ	ED REPRESENTATIVE
APPROVED FOR PA	AYMENT \$	DAT	E		

## **SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE**

			HAZARD WITIGATION	45515 I ANCE PROGRAM		
SU	B-RECIPIENT	: <u>Taylo</u>	r County BOCC	PAYMENT #:		
PR	OJECT TYPE	: <u>Eleva</u>	tion Project	PROJECT #:	4280-08-R	
PR	ROGRAM:	Hazaı	rd Mitigation Program	CONTRACT #:	H0028	
	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUM	IENTATION 4	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1						
2		· · · · · · · · · · · · · · · · · · ·				
3						
4						
5						
5						
•						
6						
7						

% completion of the project. Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
 Date of delivery of articles, completion of work or performance services. (per document)

8

9

This payment represents

TOTAL

<sup>&</sup>lt;sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

## Attachment E JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

(Include Secondary Administration.)

For example

**PROGRAM EXPENSES** 

**TOTAL EXPENSES** 

If you	are requesting an advance, indicate	e same by checking the box below.
	[ ] ADVANCE REQUESTED	
	Advance payment of \$	cate forms and purchase start-up
lf you	are requesting an advance, comple	ete the following chart and line item justification below.
PLEA	SE NOTE: Calculate your estimated	d expenses at 100% of your expected needs for 90 days.
Subm	it Attachment D with the cost share	breakdown along with Attachment E and all supporting
docui	mentation.	
ESTI	MATED EXPENSES	
BUD	GET CATEGORY/LINE ITEMS	2020 Anticipated Expenditures for First Three
(list a	applicable line items)	Months of Contract
For e	xample	
ADM	INISTRATIVE COSTS	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

## Attachment F

## DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM QUARTERLY REPORT FORM

Instructions: Comp	lete and submit this form to the a	ppropriate Project Manager wit	thin 15 days of each quarter's end date.	
	Taylor County BOCC	PROJECT #:	4280-08-R	
_	Elevation Project	CONTRACT #:	H0028	
PROGRAM: Hazard Mitigation Program		QUARTER END	DING:	
<b>Ivance Payment I</b> Advance Received		\$	Advance Settled? Yes  No	
	nent <b>Projections</b> for this pr	• " •		
rget Dates:				
Contract Initiation	Date:	Contract Expirati	ion Date:	
Estimated Project	Completion Date:	·		
Project Proceeding	on <b>Schedule</b> ?	☐ No <i>(If No, please des</i>	cribe under <b>Issues</b> below)	
Percentage of Wor	Completed (may be confi	rmed by state inspectors	s):	
•	s achieved during this qua	•	,	
	o domovou damig imo qua			
estimated dates) Milestone			<u>Date</u>	
Describe <b>Issues</b> or	circumstances affecting co	mpletion date, milestone	es, scope of work, and/or cost:	
Cost Status:	Cost Unchanged	☐ Under Budget	Over Budget	
Additional Commer	ts/Elaboration:			
nay occur between que changes in scope of wo	arterly reports, which have signi	ificant impact upon your proj€	ections and/or audits at any time. Event ect(s), such as anticipated overruns, ions become known, otherwise you ma	
Person Completing F	orm:		Phone:	
		pleted by Division staff ~		
Date Reviewed: Actions:	Reviewe	r:		

# Attachment G Warranties and Representations

#### **Financial Management**

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

#### **Procurements**

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

#### **Business Hours**

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

#### Attachment H

# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### **Subcontractor Covered Transactions**

(1) The prospective subcontractor, the Sub-Recipient certifies, by submission of th presently debarred, suspended, proposed for d from participation in this transaction by any Fed	ebarment, declared ineligible, or voluntarily excluded
(2) Where the Sub-Recipient's subcontractor is una subcontractor shall attach an explanation to this	able to certify to the above statement, the prospective s form.
SUBCONTRACTOR	
Ву:	Taylor County BOCC
Signature	Sub-Recipient's Name  H0028
Name and Title	DEM Contract Number  4280-08-R
Street Address	FEMA Project Number
City, State, Zip	
Date	

#### Attachment I

## Federal Funding Accountability and Transparency Act

#### **Instructions and Worksheet**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #:	4280-0	8-R	
FUNDING AG	ENCY:	Federal Em	ergency Management Agency
AWARD AMO	UNT:	\$ 173,516.0	
OBLIGATION/	ACTION	DATE:	December 12, 2017
SUBAWARD [	OATE (if a	applicable):	
DUNS#: DUNS# +4:	065887	796	

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

<b>BUSINESS NAME</b>	Taylor County Board of County Commissioners
DBA NAME (IF AF	
	E OF BUSINESS ADDRESS: 201 East Green Street
ADDRESS LINE 1	
ADDRESS LINE 2	
ADDRESS LINE 3	
CITY Perry	STATE Florida ZIP CODE+4** 32347-0936
PARENT COMPA	NY DUNS# (if applicable):
CATALOG OF FEI	DERAL DOMESTIC ASSISTANCE (CFDA#):
	PROJECT (Up to 4000 Characters)
As a Hazard Mitigati located in Perry and	on Grant Program project, the Sub-Recipient proposes to elevate residential structures., Steinhatchee in Taylor County, Florida 32348 and 32359,
Florida Building coo professional on eac A new foundation, s level will have hydro completed in strict of	oses to retrofit six residences by elevating the structures one foot above the Base FE). The proposed elevations will ensure that the six homes will meet the current less and local standards. A structural assessment will be performed by a licensed the structure to assure that the building is sound and can be elevated without damage. Supporting piles and stairs will also be constructed. Any enclosed space at grade estatic vents and can only be used for storage or parking. Activities will be compliance with Federal, State and Local Rules and Regulations.
The project shall prov	ide protection against a 100-year storm event.
	project description above, if there is any discrepancy, please contact the project manager.
PRINCIPAL PLACE OBUSINESS):	F PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF
ADDRESS LINE 1:	646 Hawk Ridge Perry, Florida 32348 29.817025, -83.576826
ADDRESS LINE 2:	684 Hawk Ridge Perry, Florida 32348 29.817041, -83.576253
ADDRESS LINE 3:	2 5th Street NE, Steinhatchee, Florida 32359 29.674422, -83.385929 (See attachement)
CITY	STATE ZIP CODE+4**

## CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

### **EXECUTIVE COMPENSATION INFORMATION:**

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINICIPAL PLACE OF BUSINESS):

ADDRESS LINE 4: 21546 HERON ROAD PERRY, FLORIDA 32348 29.811534, -83.581463

ADDRESS LINE 5: 220 SANDPIPER ROAD PERRY, FLORIDA 32348 29.816516, -83.586333

ADDRESS LINE 6: 12 PARK AVENUE SE STEINHATCHEE, FLORIDA 32359 29.6734, -83.38724

1.	annual g financial the Trans revenues assistance	usiness or organization's previous fiscal year, did your business or organization (including ganization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your ross revenues from Federal procurement contracts (and subcontracts) and Federal assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to sparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross from U.S. Federal procurement contracts (and subcontracts) and Federal financial tee (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the
	ranspar	ency Act?
	Yes 🗌	No 🗵
If the	e answer t e to the si	to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", ignature block below to complete the certification and submittal process.
2	. Does t	he public have access to information about the compensation of the executives in your

Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

HE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION ROVIDED HEREIN IS ACCURATE.
SIGNATURE: Malcolm V. Jage
NAME AND TITLE: M4Lco Ly V. PAGE, Vice chair
3-20-2018
DATE: 5-30-40/)

# Attachment J Mandatory Contract Provisions

#### Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

#### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO FUND THE HMGP MITIGATION GRANT FOR INSTALLATION OF A GENERATOR AND REOUIRED ELECTRICAL IMPROVEMENTS AT FOREST CAPITAL HALL.

MEETING DATE REQUESTED:

OCTOBER 16, 2018

Statement of Issue: BOARD TO FUND THE GENERATOR HMGP GRANT FOR FOREST

CAPITAL HALL PROJECT #4280-18-R.

Recommended Action: APPROVE

Fiscal Impact: \$30,920.00

Budgeted Expense: N/A

Submitted By: CHUCK MINCY, DIRECTOR EMERGENCY MANAGEMENT

Contact:

EMERGENCY MANAGEMENT - 838-3575

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The total amount of the generator and upgrades is estimated at \$120,920. Taylor County has been awarded the grant for \$90,690.00 to purchase and install a generator at Forest Capital Hall, plus electrical upgrades. The county match for this project is \$30,920.00 or 25%. Emergency Management will complete the required reporting so that Taylor County Board of County Commissioners can receive reimbursement. The modified contract was executed by the state on October 3, 2018.

**Options:** 

APPROVE

2. NOT APPROVE

Attachments:

1. FEMA FEDERALLY -FUNDED EXECUTED GRANT AGREEMENT PROJECT #4280-18-R



## DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT Governor WESLEY MAUL Director

October 3, 2018

Ms. Kristy Anderson Taylor County Division of Emergency Management 591 Highway US 27 East Perry, Florida 32347

Re:

Project Number 4280-18-R

Taylor County, Forest Capital Hall Generator Project

Dear Ms. Anderson:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) Modification One, for Agreement number H0015 between Taylor County. and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website: <a href="http://www.floridadisaster.org/Mitigation/Hazard/index.htm">http://www.floridadisaster.org/Mitigation/Hazard/index.htm</a>. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

> Ms. Barbara Holeda, Project Manager Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Ms. Barbara Holeda at (850) 815-4538.

Respectfully,

Miles E. Anderson

Bureau Chief, Mitigation

State Hazard Mitigation Officer

MEA:myr

Enclosure

Supareduer BC

Contract Number:

H0015

Project Number:

4280-18-R

#### MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND TAYLOR COUNTY

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This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Taylor County ("Sub-Recipient") to modify Contract Number H0015, dated February 6, 2018 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$90,690.00 in Federal funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- 1. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
- 2. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
- 3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
- 4. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

By: DC V
Name and Title: Prim Fea ale Charve
Date: August 6, 2018
STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
By: Mutula Preparednes Bc
Name and Title Michael Kennett, Deputy Director

SUB-RECIPIENT: TAYLOR, COUNTY

# Attachment A (1st Revision) Budget and Scope of Work

#### **STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to provide protection to Forest Capital Hall in Perry, Taylor County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4280-18-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of a 200 kW emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Taylor County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

#### **PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, Taylor County, shall purchase and install a permanent generator at the Taylor County Forest Capital Hall, located at 203 Forest Park Drive, Perry, Florida 32348.

The scope of work for this project includes the installation of a permanent 200 kW generator to the building, which is the county's primary Continuity of Operations (COOP) facility. The project includes the installation of an automatic transfer switch (ATS) and a fuel tank. The system will provide protection in excess of the 100-year storm event.

The project shall provide protection against 129 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

#### **TASKS & DELIVERABLES:**

#### A. Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Certified Letter of Completion, as applicable -
  - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
  - 2. Certify Compliance with all applicable codes.
- e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- f) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The

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Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

#### B. Deliverables:

Mitigation Activities consist of providing protection to Taylor County's Continuity of Operations (COOP) facility, located in Forest Capital Hall, 203 Forest Park Drive, Perry, Florida 32348, by installing a 200 kW generator with connection directly to the building, with switches and concrete pad.

The project shall provide protection against 129 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### PROJECT CONDITIONS AND REQUIREMENTS:

#### C. Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or

- letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes; as applicable.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 6) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

#### D. Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

#### E. Programmatic:

- The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule

- of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) Project approval is with the condition that the tasks, deliverables, and conditions accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **HMGP-4280-18-R**, funded under Hurricane Hermine; FEMA-4280-DR-FL.

The project will begin upon execution of both parties and the Period of Performance (POP) for this project shall end on *June 11, 2019*.

#### F. FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

#### SCHEDULE OF WORK:

Total Period of Performance:	18	Months
Final Inspection/Closeout:	3	Months
Construction / Installation:	2	Months
Order / Receive Generator	4	Months
Bidding and Contracting:	6	Months
State and Local Contracting:	3	Months

#### **BUDGET:**

#### Line Item Budget\*

	Project Cost	Federal Share	Local Share
Materials:	\$118,220.00	\$88,665.00	\$29,555.00
Labor:	\$2,700.00	\$2,025.00	\$675.00
Fees:	\$0.00	\$0.00	\$0.00
Total:	\$120,920.00	\$90,690.00	\$30,230.00

<sup>\*</sup>Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

#### **Funding Summary**

Total Project Cost:	\$120,920.00	(100%)
Local Share:	\$30,230.00	(25%)
Federal Share:	\$90,690.00	(75%)



#### TAYLOR COUNTY BOARD OF COMMISSIONERS

#### County Commission Agenda Item

SUBJECT/TITLE:



Requesting approval of EMS County Grant Application, Resolution, and Request For Grant Fund Distribution to be submitted to the Florida Department of Health EMS County Grant Program on behalf of Doctors' Memorial Hospital (DMH) EMS.

MEETING DATE REQUESTED:

October 16, 2018

Statement of Issue: The County is eligible to submit grant application on behalf of

Doctors' Memorial Hospital EMS up to the amount of

\$2,298.

Recommended Action: Approve EMS County Grant Application, Resolution, and

Request For Grant Fund Distribution.

Fiscal Impact: \$2,298 to the County to be used only for pre-hospital EMS supplies

and equipment. There is no match required.

**Budgeted Expense: Not Applicable** 

Submitted By: Melody Cox

Contact: Melody Cox

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant up to \$2,298 to be

used for pre-hospital equipment, supplies, improvements, or expansion of the County's emergency medical services.

The County is required to be the applicant and

administrator of this grant. The County has been the administrator of this grant program on behalf of DMH for fourteen years. DMH EMS provided the County the list of

medical supplies and equipment needed.

Attachments: EMS County Grant Application, Resolution, and Request For Grant Fund Distribution



## EMS COUNTY GRANT APPLICATION

#### FLORIDA DEPARTMENT OF HEALTH Emergency Medical Services Program Complete all items

ID	Code (The	State	FMS Pro	ram wil	laccian	the ID	Code -	leave this	hlank)	C70
ID.	Couc ( i iic	Otate	LIVIO I IO	grain win	ı assıyıı	CHE ID	Code -	icave tillo	Dialik	010

4. County Names. Toulor County Board of County is in the
1. County Name: Taylor County Board of Commissioners  Business Address: 201 E. Green Street
Perry, Florida 32347
reny, Florida 32347
Tolophono: 950 929 2500
Telephone: 850-838-3500
Federal Tax ID Number (Nine Digit Number): VF 59-6000879
2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.  Signature:  Date:  Printed Name: Pam Feagle
Position Title: Chairman
Position fille. Chairman
3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)  Name: Melody Cox
Position Title: Grants Director
Address: 201 E. Green Street
Perry, Florida 32347
Telephone: 850-838-3553 Fax Number: 850-838-3563
E-mail Address: melody.cox@taylorcountygov.com
<b>4. Resolution:</b> Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We <u>cannot process</u> for funds without this resolution.
5. Organization List: Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)

#### **BUDGET PAGE**

#### A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per	-
hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries =	\$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	\$ 0.00

**B. Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount	
Total Expenses =	\$0.00	

**C. Vehicles, equipment, and other** operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
CT-6 Traction Splint, Pediatric/Adult 3 @ 145.99 Each	\$437.97
12VDC NiMH Battery, Lateral Compact Suction Unit 4	\$220.00
2 @ \$110.00 Each	
Pro 220v Intubation Manikin Study Teaching Model	\$229.00
EZPD-3 Power Driver G3	395.00
IntuBrite Reusable Pistol Grip Premium Handle, E-Classic	\$527.00
2 @ \$263.99 Each	
Stretcher Mattress, Bolster CC-9101	\$234.00
IntuBrite Dual LED Macintosh Laryngoscope Blade, Size 4	\$127.90
10 @ \$12.79 Each	
IntuBrite Dual LED Miller Laryngoscope Blade, Size 4	\$127.90
10 @ \$12.79 Each	
Total Vehicles & Equipment =	\$2,298.77
Grand Total =	<u>\$2,298.77</u>

DH 1684, December 2008

# FLORIDA DEPARTMENT OF HEALTH EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT

### REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

<u>DOH Remit Payment To:</u> The agency name, address, and federal ID is system. Ask a finance person in your organization.			(MFMP)
Name of Agency: Taylor County Board o	f Commissioners		
Mailing Address: P.O. Box 620			
Perry, Florida 32348			
Federal 9-digit Identification number: 59-	-6000879	3-digit seq. code	
Authorized County Official: Signature		Date	
Pam Feagle Type or Print	e, Chairman t Name and Title		
Sign and return t	his page with your a	oplication to:	
Emergency M 4052 Bald	a Department of Head Medical Services Unit d Cypress Way, Bin I see, Florida 32399-1 use by State Emerger	t, Grants A-22 722	
Grant Amount for State to Pay: \$	Grant ID: Code	:: <u>C70</u>	
_Approved By: Signature of State EMS Unit Supe	ervisor	Date	
Approved By: Signature of Contract Manager		Date	
State Fiscal Year: <u>2018</u> - <u>2019</u>			
Organization Code         E.O.         OCA           64-61-70-30-000         05         SF005	Object Code 751000	<u>Category</u> 059998	
Federal Tax ID: VF	Seq. Code: _		
Grant Beginning Date:	Grant Ending Dat	e:	

MALCOLM PAGE JIM MOODY STEVE SPRADLEY PAM FEAGLE
District 1 District 2 District 3 District 4



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

Attest:

Annie Mae Murphy, Clerk

TED LAKEY, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Pam Feagle, Chairman

THOMAS DEMPS

Upon motion of Commissioner and a vote of Commissioners, adopt the following resolutio	with second by Commissioner the Board of Taylor County Board of County on:
	RESOLUTION
WHEREAS, THE STATE OF FLORID COUNTY EMERGENCY MEDICAL SERVICE	DA, DEPARTMENT OF HEALTH HAS ESTABLISHED THE ES GRANT PROGRAM, AND;
	ARD OF COMMISSIONERS IS ELIGIBLE TO RECEIVE AN MPROVE THE COUNTY'S PRE-HOSPITAL EMERGENCY
COMMISSIONERS CERTIFIES THAT GRAMMEDICAL SERVICES AWARD WILL IM	HE GRANT MONIES WILL NOT BE USED TO SUPPLANT
<b>DONE AND ORDERED</b> IN REGUL OCTOBER 2018, A.D.	AR SESSION AT PERRY, FLORIDA THIS 16TH DAY OF
Board of County Commissioners Taylor County, Florida	



#### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Request For Proposals (RFP) for Professional Services for Planning Technical Assistance for a Pedestrian and Bicycle Mobility Master Plan.

MEETING DATE REQUESTED:

October 16, 2018

Statement of Issue: The Board to review and approve RFP for Planning Technical

Assistance for the development of a Pedestrian and Bicycle Mobility Master Plan. The County has been awarded a Florida Department of Economic Opportunity (FDEO) Community Planning Assistance Grant to fund the

Master Plan Project.

Recommended Action: Approve the RFP

Fiscal Impact: The County has been awarded a grant in the amount of \$36,000 from

FDEO to fund the project.

Budgeted Expense: Y/N The project will be 100% grant funded

Submitted By: Melody Cox

Contact: Melody Cox

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded a Planning Grant in the

amount of \$36,000 from FDEO to fund the project. The Board had approved the grant application May 22, 2018. The Master Plan must be completed by June 30, 2018. The Master Plan project has a great deal of support from

Florida Fish and Wildlife Conservation Commission, Florida Office of Greenways and Trails, and Florida Trails Association. This project will assist in the rerouting of the Florida National Scenic Trail along the Taylor County coastline and Steinhatchee becoming a designated "Trail Town". The bids will be received by the Board at the

November 19, 2018 meeting at 9:00 a.m.

Attachments: Request For Proposal for Professional Services for Planning

Technical Assistance for a Pedestrian and Bicycle Mobility

Master Plan



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax TED LAKEY, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

# Taylor County Request For Proposals (RFP) Professional Services for Planning Technical Assistance Pedestrian and Bicycle Mobility Master Plan

Taylor County requests proposals from individuals or firms to provide planning technical assistance for the development of a pedestrian and bicycle mobility Master Plan. The County anticipates receiving a Florida Department of Economic Opportunity (FDEO) Community Planning Technical Assistance Grant to fund the Master Plan Project. The Master Plan will focus on multi-modal mobility facilities including pedestrian and bicycle trails in Taylor County which can stand alone on their own merits but also offer connections to the Florida National Scenic Trail, the Florida Sun Trail, and other significant trails and mobility systems region and nationwide. The Master Plan will also include specific planning to ensure the coastal community of Steinhatchee reaches the goal of being a Florida designated "Trail Town". The Master Plan will be incorporated into the County's Comprehensive Plan for the future planning of land-use, recreation, conservation, and transportation planning. An important element of the Master Plan will be addressing physical logistics of the pedestrian and bicycle mobility facilities including the impact on any environmentally sensitive areas, potential landscape management issues, the types of surfaces of the mobility systems (hard or soft surface), maintenance of the systems-both short terms and long term, and any potential liability issues.

The Professional Services requested for the Master Plan development scope of work shall include the following Deliverables and Tasks:

#### A. Deliverable 1.

- Identify stakeholders and a plan for engaging stakeholders through focus groups or other targeted meeting formats that include opportunities for broadbased citizen, landowners, and applicable group and agency involvement and support.
- 2. Conduct a minimum of three (3) public meetings or workshops, with at least one meeting being held in Steinhatchee, to obtain stakeholder and citizen input on the Master Plan, including goals and prioritization objectives. Compile all stakeholder and public input data.
- 3. Work with County staff to prepare agendas and advertise meeting notices or workshop materials.
- 4. Prepare written summary of all meetings and workshops which will include all input whether positive or negative from stakeholders.

- 5. Prepare a project area map showing the area for which the Master Plan will be prepared, taking into consideration stakeholder and public input.
- 6. Prepare outreach materials related to the Master Plan that may include but are not limited to handouts, maps, flyers, and graphics.
- 7. Work with County staff to develop social media and an online presence for the Project by establishing a Facebook page and a Project website or web address.
- **B. Deliverable 2.** Based on the activities identified in Deliverable 1, Professional Services shall include:
  - 1. Develop a list of pedestrian and bicycle mobility facilities and proposed future facilities and long term goals.
  - 2. Preparation of a report identifying a prioritization program that includes an analysis and discussion of the activities identified in Deliverable 1.
  - **3.** Develop plan and steps which will be taken for the community of Steinhatchee to be a designated "Trail Town".
- C. Deliverable 3. Identify existing, proposed, and planned pedestrian/bicycle facilities which should be included in or impact the Master Plan area and prepare a written report in a matrix or other format. Connections to all regional or national trails of significance including but not limited to the Florida National Scenic Trail and Florida Sun Trail shall be included. The written report shall include:
  - 1. A list of existing built pedestrian/bicycle projects impacted by or in the Master Plan as per Deliverable 2,
  - 2. A list of pedestrian/bicycle projects that are proposed or planned in or adjacent to the Master Plan area.
  - 3. A list of possible connections or links to the Florida National Scenic Trail, Florida Sun Trail or other existing or proposed pedestrian or bicycle trails of regional or national significance.
  - **4.** Prepare an evaluation of whether the existing, proposed, or planned pedestrian/bicycle projects referenced in Deliverable 3, Items 1-3 align with the goals and prioritization objectives of the Master Plan.
- D. Deliverable 4. Based on stakeholder and citizen input from the public meetings or workshops held under Deliverable 1, Professional Services shall include development of a pedestrian and bicycle network map with priority corridors and connections clearly outlined. The network map shall include connections to major generators including commercial and retail facilities applicable to system uses such as supply stores, restaurants, lodging including campgrounds, parks, other forms of recreation, and schools.
- **E. Deliverable 5.** Preparation of a list and written analysis of existing and available funding sources in terms of funding mobility goals of the Master Plan. Analysis should include steps to be taken in terms of funding that may be needed for Steinhatchee to be a designated "Trail Town".
- **F. Deliverable 6.** Preparation of the Master Plan that incorporates all components identified in Deliverables 1-5 and includes graphics, photos, and maps.

Proposals for the requested service (Professional Services for Planning Technical Assistance) shall be evaluated using the following criteria:

<u>15 points Profile:</u> Scoring will emphasize management, organization, history,

and variety & level of local government services.

<u>15 points Staff:</u> Scoring will emphasize expertise, specific project examples,

variety of professional backgrounds, certifications, and

related skills.

<u>25 points Experience:</u> Scoring will emphasize direct planning technical assistance

and Master Plan development related to multi-modal mobility facilities with an emphasis on pedestrian and bicycle trails.

10 points Environmental

and Regulatory

Compliance Experience

Scoring will emphasize detailed experience the respondent has working with the Community Planning Act and the Community Planning Technical Assistance Grant, planning and development in environmentally sensitive areas and coastal habitats, and environmental resource permitting and

mitigation.

10 points Approach and

**Project Completion** 

Strategy:

Scoring will emphasize project approach and strategy

to complete project no later than June 30, 2019.

<u>10 points References:</u> Scoring will emphasize quality of references.

<u>10 points Fees:</u> Scoring will emphasize proposed fee, rates, and level of

service in relation to proposed fees.

5 points MBE/WBE/DBE: Scoring will award points for Certified MBE/WBE

businesses. Documentation regarding Certification must be

submitted with the proposal.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor County is an Equal Opportunity Employer MBE/WBE/DBE businesses are encouraged to participate.

In compliance with the Florida Sunshine Amendment and Code of Ethics, Taylor County enforces open and fair competition in its RFP's. Taylor County strictly enforces following procurement procedures as per federal and state procurement guidelines, the Florida Department of Economic Opportunity and the Community Planning Act guidelines, Professional services procurement, Rule 73C-23.0051 (3)(6), Florida Administrative Code, and Section 287.055 Florida Statutes (Consultants Competitive Negotiation Act), and local procurement and employee and elected officials ethics policies as approved by Taylor County Board of Commissioners. The County also enforces open and fair competition. The selection process shall be open to the public and records maintained in compliance with the Florida Department of Economic Opportunity (FDEO) grant requirements and the Florida Sunshine Amendment. In accordance with Section

287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity. A public entity crimes statement is required.

During the RFP process, questions or requests for additional information concerning this RFP shall be directed to Lawanda Pemberton at (850) 838-3500 Ext. 107 or <a href="mailto:legentle-legen

The County reserves the right, in its sole and absolute discretion, to reject any or all RFP's, to cancel or withdraw this solicitation at any time and waive any irregularities if the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. A contract will only be awarded if the County is awarded a Community Planning Technical Assistance Grant by the Florida Department of Economic Opportunity (FDEO).

One (1) original and four (4) copies of sealed proposals, marked "PROFESSIONAL SERVICES FOR PLANNING TECHNICAL ASSISTANCE" must be received by 4:00 P.M. local time on Friday, November 16, 2018. All RFP's must be sealed and clearly marked with the respondent's name and address on the outside of the envelope or package when submitted. Unmarked envelopes will be rejected and will not be opened. No faxed RFP's will be accepted. Hand delivery and all other forms of delivery services will only be received at:

Annie Mae Murphy Clerk of the Court 108 North Jefferson Street, Suite 102 Perry, Florida 32347

A Public Opening of the RFP's is scheduled for Monday, November 19, 2018 at <u>9:00 A.M.</u> local time or as soon as feasible thereafter at 201 E. Green Street, Perry, Florida 32347. The RFP's will be opened during a regularly scheduled Board of Commissioners meeting at the discretion of the Board. The Board may require presentations by those submitting RFP's at a later date at a regularly scheduled Board of Commissioners meeting. Presenters will be given a minimum of ten (10) working days for notice of the presentation date.

To facilitate effective evaluation by the County, proposal shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined.

If there are any corrections, or any ambiguity, inconsistency, errors or clarification of an interpretation, it will be issued as addenda and will be posted on the County's website

<u>www.taylorcountygov.com</u> a minimum of seven (7) days before the RFP submission deadline. The County will not be responsible for any oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with County employees prior to the opening of the proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on behalf of the Board of Commissioners.

It is the responsibility of each responder to examine this RFP carefully and to judge all of the circumstances and conditions which may affect its response to ensure that their response clearly and directly responds to each of the requirements listed. Any data furnished by the County is for informational purposed only. Responses submitted early by responders may be withdrawn or modified prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline may or may not be considered.

The County reserves the right to request any supplementary information and/or clarification of information it deems necessary in order to effectively evaluate the responder's experience, qualifications, or substantiate any information contained in the responder's response.

Responding to this RFP will in no way be construed as a commitment on the part of the County. The County reserves the right to reject any or all responses. The County is not responsible for any costs incurred during the preparation and submittal of a response to this RFP.

Any material submitted in response to this RFP will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proponent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statue §119.07.

Respondents agree that contracts and negotiations shall be governed by the laws of the State of Florida and the venue for any legal action will be Taylor County, Florida.

Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility.



#### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

#### SUBJECT/TITLE:



Board to review and approve the Florida Department of Transportation Supplemental Joint Participation Agreement (JPA) #442524-1-94-19 and Resolution for the Removal of Obstacles at Perry-Foley Airport.

MEETING DATE REQUESTED:

October 16, 2018

Statement of Issue: Board to review and approve the Supplemental JPA and

Resolution in the amount of \$117,354 for the Removal of

Obstacles (trees) at Perry-Foley Airport.

Recommended Action: Approve the FDOT Supplemental JPA and Resolution.

Fiscal Impact: The JPA is in the amount of \$117,354 with NO match

required by the County as we requested a Rural Economic Development Initiative (REDI) waiver. The original JPA was

in the amount of \$97,354 and FDOT Aviation had the funding available to increase the grant by an additional

\$20,000.

Budgeted Expense: Y/N THE PROJECT WILL BE 100% GRANT FUNDED.

Submitted By: Melody Cox

Contact: Melody Cox

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per FDOT and FAA inspections there are currently trees

located off of the airport grounds on private property that encroach in airspace. We are currently required to post a Notice To Airmen (NOTAM) due to this encroachment to

ensure for pilot safety. The original JPA which was

executed by the Board on May 22, 2018 was in the amount of \$97,354 and FDOT has been able to increase the grant amount to \$117,354. If additional funding is required, FAA will provide the County funding assistance in July 2019. It is hoped the majority of the trees, if not all of the trees will

be removed with the use of the FDOT grant funds.

Attachments: FDOT Supplemental Joint Participation Agreement and Resolution

JIM MOODY District 2

STEVE SPRADLEY District 3

PAM FEAGLE District 4

THOMAS DEMPS

District 5



## TAYLOR COUNTY **BOARD OF COUNTY COMMISSIONERS**

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

TED LAKEY, COUNTY ADMINISTRATOR 201 E. Green Street Perry, Florida 32347 850-838-3500 Ext 107

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

Upon motion of Commissioner	with se	econd by Commissioner
and a vote of	the Board of Tay	lor County Board of County
Commissioners, adopt the following resolution:		• to control the control depletion • to control depletion to the control of the c

#### RESOLUTION

WHEREAS, The Taylor County Board of Commissioners, and the State of Florida Department of Transportation (FDOT) have determined it to be in their mutual interest to facilitate the development of the herein described project at the Perry Foley Airport, to wit:

PERRY FOLEY AIRPORT - Removal of Obstacles at Perry-Foley Airport-2<sup>nd</sup> Year of Funding

Financial Project No:442524-1-94-19

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$267,354.00, with FDOT funding a maximum of \$117,354.00. It is anticipated the remainder of the project will be funded with FAA grant funding.

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

#### NOW THEREFORE, be it resolved, as follows:

Annie Mae Murphy, Clerk

- 1. The TAYLOR COUNTY BOARD OF COMMISSIONERS confirms its desire to enter into a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation;
- The Chairman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
- The Chairman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Supplemental Joint Participation Agreement with the State of Florida Department of Transportation

Adopted the 16th day of October 2018 in Regular Session by the Taylor WITNESSETH: County Board of Commissioners.

Board of County Commissioners Taylor County, Florida			
	Ву:	Pam Feagle,	Chairperson
Attest:			

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION

# SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT Number 1

725-030-07 PUBLIC TRANSPORTATION 12/14

Page of

Financial Project No(s): Fund: DPTO, DDR FLAIR Category: 088719 Object Code: 740100 442524-1-94-19 Function: 215 Org. Code: 55022020228 Federal No.: (item-segment-phase-sequence) DUNS No.: 80-939-7102 Vendor No.: VF596000879004 Contract No.: G0W84 Catalog of Federal Domestic Assistance Number: Catalog of State Financial Assistance Number: 55.004 **CFDA Title: CSFA Title: Aviation Grant Program** 

THIS AGREEMENT, made and entered in	nto this day of			
by and between the STATE OF FLORIDA DEP	ARTMENT OF TRANSPORT	TATION, ar	agency of th	ne State of Florida,
hereinafter referred to as the Department, and	Taylor County			
511 Industrial Drive, Perry, FL 32348				
hereinafter referred to as Agency.				
	WITNESSETH:			
WHEREAS, the Department and the Ager	ncy heretofore on the 6th	day of	June	2018
entered into a Joint Participation Agreement; an	d			
WHEREAS, the Agency desires to accom	plish certain project items as	outlined in	the Attachm	ent "A" appended

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$117,354.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended Removal of Obstacles at Perry-Foley Airport - 2nd Year of Funding

hereto; and

	725-030-07
PUBLIC TRANS	SPORTATION
	12/14

Page	2 of	

2.00 Project Co	st:			
Paragraph 3.0	0 of said Agreement is 🔀	increased/	decreased by \$170,000.00	
bringing the revis	ed total cost of the project	to \$267,354.00		
Paragraph 4.00	of said Agreement is 🔀 i	ncreased/  de	creased by \$20,000.00	_
bringing the Depa	artment's revised total cost	of the project to	\$117,354.00	•
3.00 Amended E	Exhibits:			_
Exhibit(s)	B & D	o	f said Agreement is amended by Attachmer	nt "A".
4.00 Contract Tii	ne:			
Paragraph	16.00 of said Agreement	September 30t	h , 2020	

#### 5.00 E-Verify

Vendors/Contractors:

- 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

	725-030-07
PUBLIC	TRANSPORTATION
	12/14

Page 3 of
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	Financial Project No(s) 442524-1-94-19		
	Contract No. G0W84		
	Agreement Date,		
Except as hereby modified, amended or changed,	all other terms of said Agreement dated June 6th 2018		
and any subsequent supplements shall remain in full force	e and effect.		
IN WITNESS WHEREOF, the parties hereto have above written.	caused these presents to be executed, the day and year first		
AGENCY	FDOT		
Taylor County AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller		
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION		
SIGNATURE	Urban Planning and Modal Administrator DEPARTMENT OF TRANSPORTATION		
TITLE	TITLE		

<b>Financial</b>	Project	No(s)	442524-1	1-94-19
------------------	---------	-------	----------	---------

Contract No.	G0W84			
Agreement Dat	e	_	,	<u></u>

## ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Removal of Obstacles - Second Year of Funding - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, mitigation, marking, and lighting (conduits, cables, and fixtures). It includes all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

l.	Project Cost:	As Approved	As Amended	Net Change
		\$97,354.00	\$267,354.00	\$170,000.00
	Total Project Cost	\$97,354.00	\$267,354.00	\$170,000.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$97,354.00	\$117,354.00	\$20,000.00
	Agency:	\$0.00	\$0.00	\$0.00
	FAA	\$0.00	\$150,000.00	\$150,000.00
	Total Project Cost	\$97,354.00	\$267,354.00	\$170,000.00

#### Comments:

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

725-030-07	
PUBLIC TRANSPORTATION	
12/14	

Page 5 of \_\_\_

#### III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2018	\$97,354.00	FY
FY	2019	\$20,000.00	FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

14

# The Bishop Law Firm, P.A.

Attorneys at Law

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

POST OFFICE BOX 167 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BISHOP 1966-2013 (850) 584-6113 FAX (650) 584-2433

Ms. Lawanda Pemberton

% County Offices

201 E. Green Street Perry, Florida 32347

October 1, 2018

VIA E-MAIL

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

Mr. Ted Lakey County Administrator County Offices 201 E. Green Street Perry, Florida 32347

Re: Animal Control Ordinance

Dear Annie Mae, Ted and Lawanda:

Please find enclosed:

- 1. A proposed (DRAFT) Ordinance
- 2. A Notice to go in the newspaper

I read the enclosed e-mail from Lawanda, I understand about the addition to the Definition of Aggressive Dog, BUT I don't know exactly what was wanted with regard to a provoked dog.

Please take a close look at this and let's make sure that this is what the Board and Mr. Stoney Anderson wanted.

I look forward to hearing from you.

Thank you and I hope you are doing fine.

Respectfully.

Conrad C. Bishop, I

CCB/kp

**Enclosures** 

#### ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WHICH AMENDS THE TAYLOR COUNTY CODE OF ORDINANCES, ARTICLE I SECTION 14-1 DEFINITIONS OF AGGRESSIVE DOG AND PROVIDES A DEFINITION OF PROVOKED DOG; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have found that the Definitions of Aggressive dog and Provoked dog should be defined.

# IT IS THEREFORE ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:

Section 1. That the Definition of Aggressive Dog is amended to:

Aggressive Dog shall mean any dog that has been declared aggressive as a result of an investigation and determination from animal control because the dog:

- Has severely injured or killed a domestic animal, fowl, or livestock while off the owner's property.
- 2. Has, when unprovoked, chased or approached a person or another animal up9on the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by animal control.

Section 2. The Definition of a Provoked Dog is one that has been teased, irritated, abused or induced to bother or attack a person or another animal by a person. Section 3. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect. Section 4. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office. PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2018. BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA PAM FEAGLE, Chairperson ATTEST

ANNIE MAE MURPHY.

Clerk of Court

#### NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WHICH AMENDS THE TAYLOR COUNTY CODE OF ORDINANCES, ARTICLE I SECTION 14-1 DEFINITIONS OF AGGRESSIVE DOG AND PROVIDES A DEFINITION OF PROVOKED DOG; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this	day of	, 2018, by ANNIE MAE MURPHY, Clerk
of the Circuit Court and	d Clerk of the Bo	eard of County Commissioners of Taylor County
Florida.		

#### The Bishop Law Firm, P.A.

From:

LaWanda Pemberton <LPemberton@taylorcountygov.com>

Sent:

Wednesday, September 19, 2018 10:30 AM

To:

The Bishop Law Firm

Subject:

follow up items from BOCC workshop 9/13

Good morning,

Please see below follow up items requested by the BOCC during the September 13th workshop.

- 1) Animal Control Ordinance: Mr. Stoney Anderson requested that the verbage from the Animal Control Ordinance be changed as follows- (items highlighted)
- Under Definitions- Aggressive dog shall mean any dog that has been declared aggressive as a result of an investigation and determination from animal control because the dog: 1)

Has severely injured or killed a domestic animal, fowl, or livestock while off the owner's property. (2)

Has, when unprovoked, chased or approached a person (or another animal) upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by animal control.

Add wording for extenuating circumstances. Add provoked clause for dogs. Provoked clause already exist for people

- 2) Commissioner Spradley discussed maintenance of historic sites, namely cemeteries that could be added to the County mowing list for maintenance. After discussion of the County policy and the Special Legislative Act, the BOCC requested an opinion from out county attorney since such cemeteries would not be open for additional burials.
- 3) Discussion regarding bid packages: the BOCC discussed changing the bid policy so that if there is only one bid received the BOCC could send back to the bidder unopened and readvertise.

Thanks, LaWanda