SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JANUARY 3, 2022
6:00 P.M.

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

[redacted]

[redacted]

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

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

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

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

1. Prayer

2. Pledge of Allegiance

3. Approval of Agenda

CONSENT ITEMS:

4. THE APPROVAL OF MINUTES OF AUGUST 2, 6, 13, 17 AND SEPTEMBER 7, 13(2), 15, 20, 21, AND 30(2), 2021.

5. THE EXAMINATION AND APPROVAL OF INVOICES.

6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS (3) TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, MSTU FUND AND THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF TANKGUARD RENEWAL WARRANTY APPLICATION WITH FLORIDA LEAGUE OF CITIES, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF THE TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP) 2021-2026, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

9. THE BOARD TO CONSIDER APPROVAL OF LIGHTING SERVICE AGREEMENT WITH DUKE ENERGY FOR A SECURITY LIGHT AT THE TAYLOR COUNTY SPORTS COMPLEX, AS PART OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT PHASE 6, AS AGENDAED BY THE GRANTS COORDINATOR.

10. THE BOARD TO CONSIDER APPROVAL OF THE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES AND TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, FOR THE CONSTRUCTION OF A NEW FIRE STATION, AS AGENDAED BY MELODY COX, GRANTS WRITER.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY GRANT APPLICATION SUBMITTED TO THE GULF CONSORTIUM FOR THE ADDITIONAL FUNDING NEEDED FOR THE DREDGING PROJECTS AT KEATON BEACH AND STEINHATCHEE BOAT RAMP, AS AGENDAED BY THE GRANTS WRITER.

12. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY GRANT AGREEMENT 3-12-0064-018-2022 BETWEEN THE FEDERAL AVIATION ADMINISTRATION (FAA) AND TAYLOR COUNTY, AS AGENDAED BY THE GRANTS WRITER.

13. THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

14. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING MOSQUITO CONTROL ANNUAL CERTIFIED BUDGET, AS AGENDAED BY THE ENVIRONMENTAL SERVICES DIRECTOR.

15. THE BOARD TO CONSIDER ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), AS AGENDAED BY UNDERSHERIFF MARTY TOMPKINS.

16. THE BOARD TO CONSIDER APPROVAL OF LETTER IN SUPPORT OF THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP), AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

17. THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT NO. P00019 WITH THE VETERAN'S ADMINISTRATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

18. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON APPLICATION CPA 21-01, TO AMEND THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN BY ADDING A PROPERTY RIGHTS ELEMENT TO SAID PLAN.

HOSPITAL ITEMS:

19. THE BOARD TO DISCUSS DOCTORS' MEMORIAL HOSPITAL (DMH) BOARD, AS AGENDAED BY COMMISSIONER FEAGLE.

PUBLIC REQUESTS

20. RUSS KNIGHT TO APPEAR TO DISCUSS KEATON BEACH NO WAKE ORDINANCE/SIGNAGE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

21. TONYA HOBBY, TAYLOR COUNTY HEALTH DEPARTMENT ADMINISTRATOR, TO APPEAR TO PROVIDE OMNICRON VARIANT UPDATE FOR TAYLOR COUNTY.

22. DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS, TO APPEAR TO REQUEST THE APPOINTMENT OF ONE (1) MEMBER TO THE CANVASSING BOARD FOR THE 2022 ELECTION CYCLE.

23. THE BOARD TO CONSIDER APPROVAL OF FIXED ASSETS DISPOSITION LIST, AS AGENDAED BY GARY KNOWLES, CLERK OF COURT.

COUNTY STAFF ITEMS:

24. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR MATCHING FUNDS FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR GENERATORS, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

25. THE BOARD TO DISCUSS POSSIBLE GRANT SUBMISSION FOR THE FISCAL YEAR 2028 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP), AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

26. THE BOARD TO CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENT SERVICES GROUP (GSG), INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

27. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

29. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

  www.taylorcountygov.com

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

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

(6)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

Amount	**Account**	**Account Name**
Revenue:		
$125,000	003-3344128	FDOT Grant- Pavement Markings
Expenditures:		
$125,000	0554-56300	Capital Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

New FY'22 Grant

✓

DocuSign Envelope ID: 49EFF29B-415A-43F9-9F8F-07EE1E0368EB

To: Donna.Whitney@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2125

10/8/2021

CONTRACT INFORMATION

Contract:	G2125
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY
Vendor ID:	F596000879004
Beginning Date of This Agreement:	10/08/2021
Ending Date of This Agreement:	09/30/2023
Contract Total/Budgetary Ceiling:	ct = $125,000.00
Description:	Install New Pavement Markings at Perry-Foley Airport

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/8/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55022020228
Expansion Option:	A5
Object Code:	751000
Amount:	$125,000.00
Financial Project:	44636329422
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088719/22
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $125,000.00

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2022.

Amount	**Account**	**Account Name**
Revenue:		
$ 6,148	107-3312012	Vol. Fire Assistance(Federal)Grant
Expenditures:		Vol. Fire Asst. Grant-
$12,296	0195-55201	General Operating Supplies
$(6,148)	0192-55201	Transfer Match Requirement - Fire - Gen. Op.Supplies
$ 6,148		**Net Increase in Overall Budget**

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

New Grant Awarded 2022 FY

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

FLORIDA FOREST SERVICE

FOREST PROTECTION BUREAU



FAX COVER PAGE

PAGES:	1 of 2
TO:	Volunteer Fire Assistance Grant Recipent
FROM:	Ralph Crawford, Assistant Fire Chief
PHONE:	(850) 681-5917
FAX:	(850) 681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The *"AMOUNT APPROVED"* column lists the amount that was approved to spend, the column marked *"FED COST SHARE (50%)* is the total possible to be reimbursed. The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants - Room 290
Florida Forest Service
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: http://forms.freshfromflorida.com/11485.pdf. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

2021 APPROVED FEDERAL COST SHARE

05 Taylor

Taylor Co BOCC

AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
$12,296	$6,148.00	5	sets bunker gear

FIRE DEPT. TOTAL $6,148.00

Per Dan - County Share = 0192-55201

DWelch

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

Amount	Account	Account Name
$12,260	001-3899010	Cash Brought Forward
		State Mosquito Control-
$11,260	0281-55201	General Operating Supplies
$ 1,000	0281-55401	Book/Publ/Sub/Memb/Train

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

The actual balance of **designated funds** at FYE '21 was more than projected/budgeted in the FY '22 budget

STATE MOSQUITO CONTROL FUNDS (#0281)

BEGINNING BALANCE 10/1/20		$619.33
FY RECEIPTS		
2021 Grant	3356300	$36,960.24
DOH Funding	3356301	$0.00
Deferred Rev Receipt		$0.00
FY EXPENDITURES	#0281	($19,716.25)
ENDING BALANCE 9/30/2021		**$17,243.99** (*)

→ actual CF need to amend Budget for FY22 By $12,260

(*) This amount is reserved on the balance sheet (001-2470021).
Remaining funds are carried forward to the following years' budget.

DMW

State Mosquito Control (dmw 12/10/21)

Per Heather Budget
$11,260 in Gen. Ops &
$1,000 in Training DW.

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL MONTHLY REPORT - STATE FUNDS

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

Submit to:
Mosquito Control Program
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

COUNTY/ DISTRICT **Taylor** FISCAL YEAR: **2020-2021** MONTH: **September**

STATE FUNDS RECEIPTS AND BALANCES

ACCT NO	DESCRIPTION	Budgeted Receipts	Monthly Receipts	Receipts Year to Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)	$ -	$ -	$ -	$ -
334.1	State Grant	$ 36,960.24	$ -	$ -	$ 36,960.24
362	Equipment Rentals	$ -	$ -	$ -	$ -
337	Grants and Donations	$ -	$ -	$ -	$ -
361	Interest Earnings	$ -	$ -	$ -	$ -
364	Equipment and/or Other Sales	$ -	$ -	$ -	$ -
369	Misc./Refunds (prior yr expenditures)	$ -	$ -	$ -	$ -
380	Other Sources	$ -	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -	$ -
TOTAL RECEIPTS		$ 36,960.24	$ -	$ -	$ 36,960.24
BEGINNING FUND BALANCE		$ -	$ -	$ -	$ -
Total Receipts & Balance		$ 36,960.24	$ -	$ -	$ 36,960.24

STATE FUNDS EXPENDITURES AND BALANCES

ACCT NO	Uniform Accounting System Transaction Code	Budgeted Expenditures	Monthly Expenditures	Expenditures Year to Date	Balance to Be Expended
10	Personal Services	$ 21,784.00	$ -	$ 14,183.86	$ 7,600.14
20	Personal Services Benefits	$ 11,195.00	$ (783.23)	$ 5,532.39	$ 5,662.61
30	Operating Expense	$ -	$ -	$ -	$ -
40	Travel & Per Diem	$ -	$ -	$ -	$ -
41	Communication Services	$ -	$ -	$ -	$ -
42	Freight Services	$ -	$ -	$ -	$ -
43	Utility Service	$ -	$ -	$ -	$ -
44	Rentals & Leases	$ -	$ -	$ -	$ -
45	Insurance	$ -	$ -	$ -	$ -
46	Repairs & Maintenance	$ -	$ -	$ -	$ -
47	Printing and Binding	$ -	$ -	$ -	$ -
48	Promotional Activities	$ -	$ -	$ -	$ -
49	Other Charges	$ -	$ -	$ -	$ -
51	Office Supplies	$ -	$ -	$ -	$ -
52.1	Gasoline/Oil/Lube	$ -	$ -	$ -	$ -
52.2	Chemicals	$ 3,981.24	$ -	$ -	$ 3,981.24
52.3	Protective Clothing	$ -	$ -	$ -	$ -
52.4	Misc. Supplies	$ -	$ -	$ -	$ -
52.5	Tools & Implements	$ -	$ -	$ -	$ -
54	Publications & Dues	$ -	$ -	$ -	$ -
55	Training	$ -	$ -	$ -	$ -
60	Capital Outlay	$ -	$ -	$ -	$ -
71	Principal	$ -	$ -	$ -	$ -
72	Interest	$ -	$ -	$ -	$ -
81	Aids to Government Agencies	$ -	$ -	$ -	$ -
83	Other Grants and Aids	$ -	$ -	$ -	$ -
89	Contingency (Current Year)	$ -	$ -	$ -	$ -
99	Payment of Prior Year Accounts	$ -	$ -	$ -	$ -
TOTAL BUDGET AND CHARGES		$ 36,960.24	$ (783.23)	$ 19,716.25	$ 17,243.99
0.001	Reserves - Future Capital Outlay	$ -	$ -	$ -	$ -
0.002	Reserves - Self-Insurance	$ -	$ -	$ -	$ -
0.003	Reserves - Cash Balance to be Carried Forward	$ -	$ -	$ -	$ -
0.004	Reserves - Sick and Annual Leave	$ -	$ -	$ -	$ -
TOTAL RESERVES		$ -	$ -	$ -	$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		$ 36,960.24	$ (783.23)	$ 19,716.25	$ 17,243.99
ENDING FUND BALANCE		$ -	$ 783.23	$ (19,716.25)	$ 19,716.25

By submission of this monthly report of receipts, expenditures, and balances, I attest it is true and correct.

Lawanda Pemberton 10/28/2021

Director Signature Date

FDACS-13650 Rev. 07/13

7

AIG

Renewal Warranty Acknowledgement

APPLICANT: _____ (Signature)

APPLICANT: Taylor County Board of Commissioners (Print Name)

DATE: _____

BROKER: Florida League of Cities Inc (Firm)

PO BOX 538135
Orlando, FL 32853-8135 (Street Mailing Address)

Christopher Krepcho (Contact person)

_____ (Phone #, Fax #, Email Address)

_____ (Signature of Broker or Agent)

W237716 (License Number and State)

0596001124 (Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.policymanagers.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: $14

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Taylor County Board of Commissioners
Pol#: 007509952
Quote#: 101983

121187 (01/16)
CI5974



Storage Tank Third Party Liability

TankGuard ® Renewal Warranty

NAMED INSURED: Taylor County Board of Commissioners
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: FPL007509952
POLICY PERIOD: 4/27/22 - 04/27/23

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☐ $1 million/$1 million ☐ $1 million/$ 2 million ☐ $2 million/$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ $5,000 ☐ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000

For Deductibles above $50,000, please include your most current audited financial statement.

8

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve the Transportation Disadvantaged Service Plan (TDSP) 2021-2026.**
MEETING DATE REQUESTED:	**January 3, 2022**

Statement of Issue: Board to approve the TDSP 2021-2026 for the local transportation disadvantaged programs.

Recommended Action: Approve TDSP 2021-2026.

Budgeted Expense: The TDSP is a requirement to receive funding for the local transportation programs from the Florida Commission for the Transportation Disadvantaged program and FDOT programs which assist in funding transportation ridership programs.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per the terms of the Memorandum of Agreement (MOA) and the Planning Grant Agreement between the Florida Commission for the Transportation Disadvantaged, Big Bend Transit, and the County, the TDSP is a requirement to receive funding for the Transportation Disadvantaged program and FDOT programs which assist in funding transportation ridership programs. The Local Coordinating Board for the Transportation Disadvantaged approved the TDSP 2021-2026 at the December 16, 2021 meeting.

Attachments: Transportation Disadvantaged Service Plan 2021-2026.

TAYLOR COUNTY
TRANSPORTATION DISADVANTAGED
SERVICE PLAN
2021-2026



SUCCESS MEANS DOING THE BEST WE CAN WITH WHAT WE HAVE

Completed and approved by the:
Taylor County Board of County Commissioners-The Official Planning Agency
Taylor County Transportation Disadvantaged Local Coordinating Board
Big Bend Transit, Inc.-The Community Transportation Coordinator

TRANSPORTATION DISADVANTAGED

SERVICE PLAN
TAYLOR COUNTY BOARD OF COMMISSIONERS
2021-2026

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INTRODUCTION

SECTION I DEVELOPMENT PLAN

A. Introduction to Service Area.
   1. Background of the Transportation Disadvantaged Program
   2. Designation & History
   3. Organizational Chart
   4. Consistency Review of Other Plans
      a. Local Applicable Government Comprehensive Plan Elements
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B. County Profile/Demographics
C. Service Analysis
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INTRODUCTION

Taylor County Board of County Commissioners and Big Bend Transit, Inc. have worked closely together for many years to provide the best possible transportation and associated programs to the transportation disadvantaged. As a rural, fiscally constrained County with a land mass of 1,043 square miles, solving transportation needs and issues for citizens who need access to transportation can be difficult and requires a great deal of planning.

Taylor County has faced adversity over the years ranging from fiscal constraints, to limited resources including staffing, to the vulnerability of coastal storm impacts due to the adjacent shallow Gulf waters. Working together, Taylor County and Big Bend Transit have continued to overcome adversities and successfully meet the mission of the Florida Commission for the Transportation Disadvantaged.

2020 and 2021 brought problems and challenges no one anticipated or planned for. The relationship the County and Big Bend Transit has developed enabled both entities to quickly adapt, organize, and successfully continue to provide services to the transportation disadvantaged. With this Service Plan, and the continued gathering of data and development of strategies for additional and enhanced local transportation, Taylor County looks forward to working with Big Bend Transit and the Florida Commission for the Transportation Disadvantaged to ensure that successful coordination of transportation disadvantaged services and excelling at meeting the needs of our citizens and adjusting to the "new normal".

December 2021

SECTION I – DEVELOPMENT PLAN

A. INTRODUCTION TO THE SERVICE AREA

1. Background of the Transportation Disadvantaged Program

Mission Statement:

Mission Statement
Florida Commission for the Transportation Disadvantaged

"To ensure the coordination of transportation services that enhance access to employment, health care, education and other life-sustaining activities for older adults, persons with disabilities, people with low income and at risk children who are dependent upon others for transportation."

Transportation is often the vital link between not only the quality of life, but jobs, access to medical care, and other life sustaining needs for some of the most vulnerable citizens. The Florida Coordinated Transportation System (FCTS) was created in 1979 with the enactment of Chapter 427, F.S. Chapter defines transportation disadvantaged as:

> "...those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or children who are handicapped or high-risk or at-risk as defined in Section 411.202, Florida Statutes."

The statewide Transportation Disadvantaged Program (TD) was developed to improve coordination among transportation disadvantaged services sponsored by social and human service agencies. The program's purpose was to address concerns about duplication and fragmentation of transportation services. The initial Chapter 427 legislation created the Coordinating Council for the Transportation Disadvantaged within the Florida Department of Transportation (FDOT) for the purpose of coordinating TD transportation services throughout the state. Chapter 427 was revised in 1989 to replace the Coordinating Council with the Commission for the Transportation Disadvantaged (CTD) which was established as an independent commission authorized to hire its own staff and allocate funding for specialized transportation services available through the new Transportation Disadvantaged Trust Fund (TDTF). The 1989 legislation revisions also established Community Transportation Coordinators (CTCs) and Local Coordinating Boards (LCBs) to administer and monitor the TD program at the local level. The Transportation Planning Organization (TPO) or designated official planning agency (DOPA) performs long-range planning and assists the CTD and LCB in implementing the TD program within the designated service area.

2. Designation and History

Since August 1994, the Taylor County Board of County Commissioners (TBOCC) has been designated the Official Planning Agency for Taylor County. The County has received funding from the Transportation Disadvantaged Trust Fund since 1993.

Big Bend Transit, Inc. was selected to serve as the CTC through the competitive procurement process and a Memorandum of Agreement (MOA) with the TD Commission was executed July 1, 2021 and the MOA will expire June 30, 2026.

Big Bend Transit, Inc. (BBT) is a private, non-profit corporation, and the Community Transportation Coordinator (CTC) for Taylor County. BBT was incorporated in March 1978 for the primary purpose of coordinating, consolidating, planning for and/or providing efficient and effective paratransit services for the elderly, handicapped, and other transportation disadvantaged persons and to further the public knowledge of paratransit needs, and transportation patterns and opportunities.
Big Bend Transit Inc. provides reservation (scheduled at least 24 hours in advance) transportation service, contracted transportation services, an "in town" shuttle program and four transportation programs funded by the Taylor County Board of County Commissioners. Two of the programs are for Veterans and one is for the Special Needs Adults Program (SNAP) and the fourth program is for Special Olympics participants. The shuttle provides transportation to employment centers, social services, health, medical, shopping, and recreational facilities. Inter-county transportation service is provided from and between each of the counties in the service area, with predominate inter-county movement being between rural counties contiguous to Leon County, which provides a high concentration of employment opportunities.

All BBT transportation services are scheduled and dispatched by BBT personnel located in the three operations centers. The services are utilized six days a week, between the hours of 6:00 a.m. and 6:00 p.m. excluding major holidays. Big Bend Transit Inc. services include but are not limited to: intra-county and inter-county reservation, demand, response and contracted service available to the general public and Transportation Disadvantaged sponsored and non-sponsored in Gadsden, Jefferson, Leon, Madison, and Taylor Counties. When applicable BBT contracts with other local providers of specialized transportation services in order to expand the resources available to accomplish the transportation services requirements of the Transportation Disadvantaged.

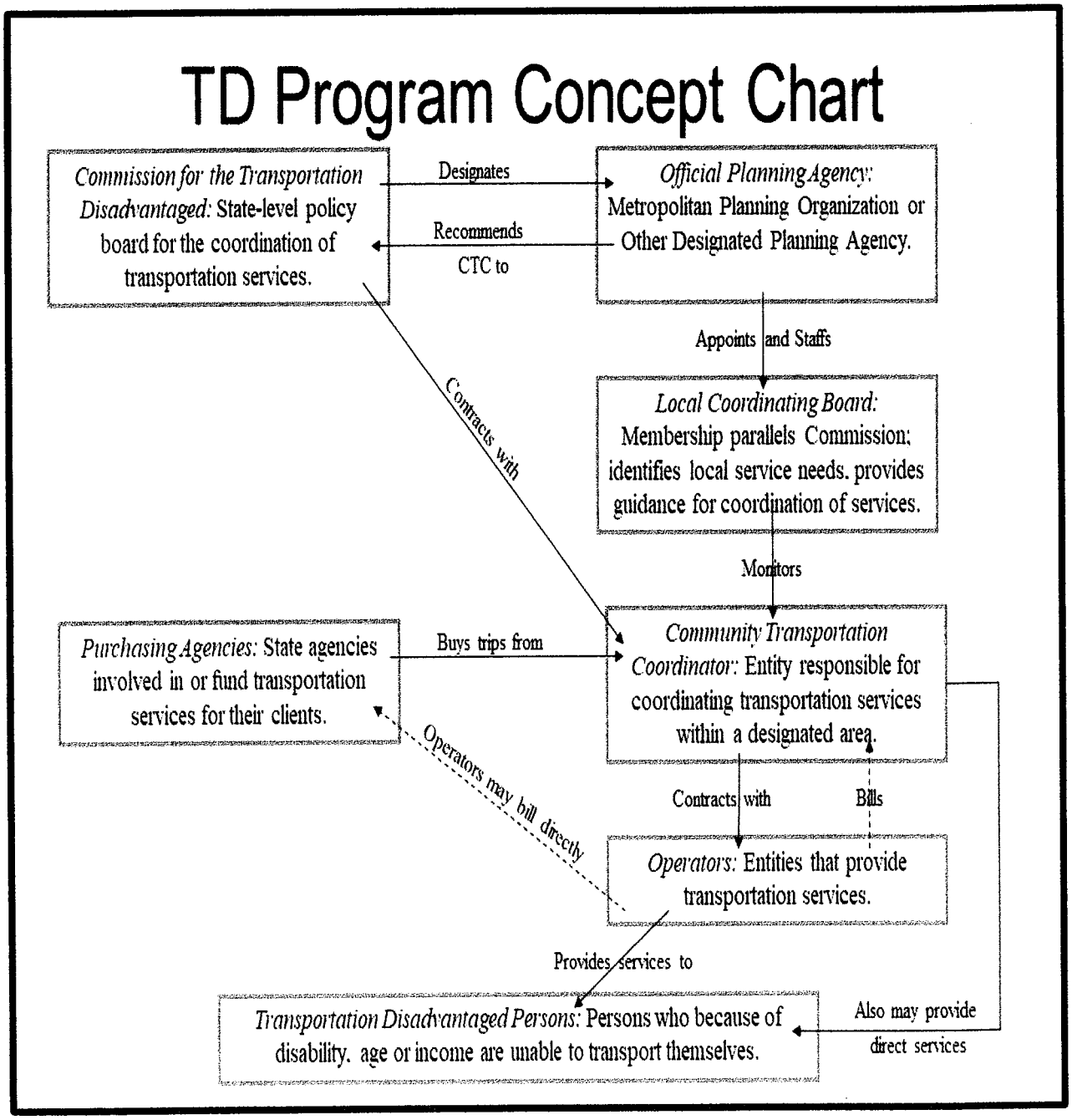
In addition to the general public, users of the coordinated transportation system for Taylor County include:

- Department of Children & Families Developmental Services
- Taylor County Head Start
- Taylor County Health Department
- DOE, Division of Blind Services
- DCF, Disability Determination
- Special Olympics, Taylor County Board of Commissioners
- Taylor County "In Town" Shuttle
- Special Needs Adult Program (SNAP), Taylor County Board of Commissioners
- Community Care of Disabled Adults
- Veteran's Services Program, Taylor County Board of Commissioners
- AHCA, Medicaid
- Various hospitals, clinics and physicians
- Various insurance companies

The active fleet of the coordinated system for the delivery of specialized transportation services consists of 10 and 12-passenger vans, modified vans equipped with wheelchair lifts and securements, modified vans equipped with stretcher transport capability, and school type buses.



3. Organizational Chart



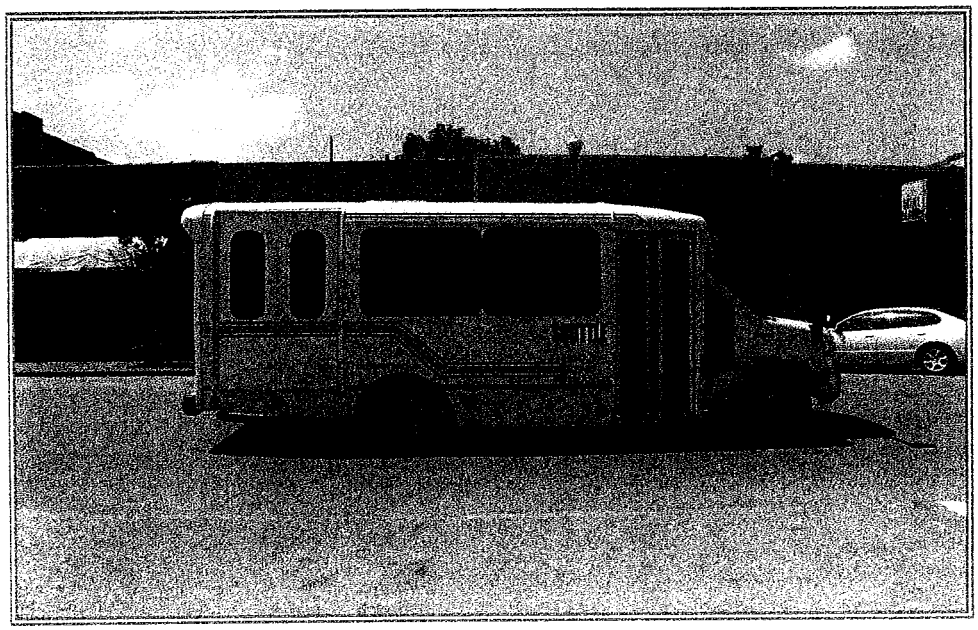
4. Consistency Review of Other Plans

This Transportation Disadvantaged Service Plan is consistent, to the maximum extent feasible, with the following approved documents:

a. Local Government Comprehensive Plan. Pursuant to Chapter 163, FS, each local government in Florida must prepare and adopt a comprehensive plan which inventories existing land uses, infrastructures, housing conditions, transportation systems, and establish goals, objectives and policies designed to manage growth. Local comprehensive plans must contain at least one or more specific objectives that would "coordinate with the plans of any appropriate resource and management plan prepared pursuant to Chapter 380, FS and approved by the Governor and Cabinet, and the Florida Department of Transportation's 5-year Transportation Plan".

b. Commission for the Transportation Disadvantaged 5 Year / 20 Year Plan. The statewide five-year plan, mandated by the Chapter 427, FS, projects the demand for Transportation Disadvantaged services over the next five years and compares the cost of meeting that demand with the projected availability of funds. The plan also develops goals, objectives, and implementation strategies for meeting the needs of the Transportation Disadvantaged.

c. Taylor County Local Coordinating Board By-Laws. The By-Laws are updated annually and approved by the Taylor County Board of Commissioners and the Local Coordinating Board. The By-Laws meet the Board of Commissioners policies and guidelines as well as all requirements of the Florida Commission of the Transportation Disadvantaged. The By-Laws are attached in Appendix I.



5. Public Participation

Pursuant of Chapter 427.0157, Florida Statutes, Local Coordinating Board (LCB) Membership consists of stakeholders representing appropriate governmental agencies, human services providers, users/riders, and program advocates, (*See Appendix A for current LCB Roster*). In addition, the LCB invites other stakeholders of interest, to participate and provide additional information or guidance. These stakeholders do not have voting privileges. All LCB meetings are publically advertised. Taylor County LCB holds two (2) public hearings annually to receive public input in reference to the local Transportation Disadvantaged Program and transportation needs in the community.

The Taylor County Planning Agency annually submits the roster/membership certification of the Transportation Disadvantaged Local Coordinating Board to the Commission. The membership varies periodically due to term expirations, resignations, and member's unavailability to attend meetings on a regular basis. The Taylor County Board of County Commissioners reviews and approves the appointment of Local Coordinating Board Members.

B. COUNTY PROFILE/DEMOGRAPHICS

Service Area Description

Taylor County has a total population of 21,870 and is one of the largest counties in the state as far as land mass with a total of 1,042 square miles. The County is designated as one of "critical economic concern" and as a "Rural Area of Opportunity" (RAO) and Rural Economic Development Initiative (REDI) community. Taylor County is located directly on the Gulf of Mexico and has one of the longest continuous coastlines in Florida at 53.2 miles. The County coastline is largely undeveloped consisting of timberlands or state owned wildlife management areas. The coastal waters adjacent to the county are part of the Big Bend National Seagrass Aquatic Preserve. The counties that border Taylor are Dixie, Lafayette, Madison, and Jefferson and are also rural counties and designated as those of "critical economic concern."

The City of Perry is the county seat and the only incorporated city in the county. Perry has a population of 6,896 with the unincorporated area having a population of 14,974. Sixty-nine percent (69%) of the County's population lives in rural unincorporated areas. Per Florida Charts and the current Census figures, there are approximately 21 persons per square mile.

The community of Steinhatchee is located at the far south end of the County and the median age is 63.7 years which is well above the County's median age of 42. Of the 17,549 adults in Taylor County, 4,304 are over the age of 65. The County's median age falls directly in line with the Florida median age which is also 42.

According to the latest Census, of the civilian non-institutionalized population in the County 21% have disabilities with 34.9% of the population over 65 having disabilities and/or self-care limitations. The aging and disabled population as well as the population density will play a key role in future transportation planning and determining mobility and transit needs. Steinhatchee is 37.9 miles from the City of Perry and the residents must travel outside the small coastal community to access medical, retail, employments, education, and commercial facilities. Steinhatchee is 43.5 miles from the nearest hospital. It will be important for future public transit planning to accommodate the needs of Steinhatchee and the outlying coastal areas which includes Keaton Beach, Dekle Beach, and Cedar Island. To the north of the City of Perry is the small community of Shady Grove which is 14 miles from medical, retail, and commercial services with 18% of the population over 65. Future transit planning should also include the needs of the Shady Grove area.

Land Use

Taylor County is a rural community with a largely undeveloped land mass of 1,042 square miles. 85% of the county is currently timberlands and is in private business or state ownership. The state lands are designated as wildlife management areas. The County is located in the Big Bend region of Florida and is also known as the Nature Coast. The majority of the County's coastline and associated estuaries are protected and included in the Big Bend National Seagrass Aquatic Preserve.

In May 2008, Taylor County Vision 2060 was adopted by the Board of County Commissioners which will be instrumental in future land use decisions concerning protecting, sustaining, and enhancing the quality of life in Taylor County. Vision 2060 was also approved by Florida Department of Economic Opportunity (FDEO) formerly known as the Department of Community Affairs (DCA). The Taylor County Vision 2060 received an Award of Excellence from the American Planning Association Florida Chapter. Adopted by ordinance Vision 2060 along with the County Comprehensive Plan will provide the County long range planning guidelines from all aspects from the development of employment hubs, to coastal residential development, to the protection of the sensitive coastal habitat and wildlife.

Transportation

Big Bend Transit (BBT) is the only public transportation provider in Taylor County which provides daily service. Transportation arrangements are made by reservation service, and the fixed rate "in town" shuttle or the contracted or set programs such as the Veterans shuttle program. The Greyhound bus stops at a local convenience store twice a day, seven days a week, to pick up passengers. The Taylor County Senior Center has a van which provides transportation to seniors who attend events at the center. Medicaid transportation is provided through managed care organizations. The Agency for Health Care Administration should be contacted for additional information regarding Medicaid transportation.

BBT transports Veterans weekly on Tuesdays to the Lake City VA Hospital and on Thursdays to the VA Hospital in Tallahassee. This program is funded by the Board of County Commissioners. BBT transports Special Needs adults to school and Special Olympics participants to practices and this is also funded by the Board of County Commissioners.

According to Department of Highway Safety and Motor Vehicles as of September 30, 2021, Taylor County has 13,790 tagged automobiles and pickup trucks. Fuel costs have risen over the last year having a significant impact on the transportation methods of our citizens, particularly our senior citizens and those with fixed incomes.

There are 15,236 licensed drivers in the County per the Department of Highway Safety and Motor Vehicles, with 50.2% of the drivers being female and 49.8% male. 4,032 (26.5%) of the licensed drivers are 65 and over, with 87 of those being over the age of 90.

The latest Census estimated 6,276 workers over the age of 16 commute to work. 84.1% drove alone and 13.9% used carpools. 1% used public transportation and 1% walked. The remaining 2.9% worked at home. The mean travel time to work in the County is 20.9 minutes.
The US 98, US 19, US 27, and US 221 are the primary routes transportation in Taylor County. In the city limits of Perry, US 221 is known as Jefferson Street. US 19 is known as Byron Butler Parkway within the city limits. The primary roads located in the south end of the County are State Road 51 and County Road 361, also known as Beach Road. As a fiscally constrained county, more than half of the roads in Taylor County are unpaved.

Major Trip Generators/Attractors

Key commercial and public facility stops of the Taylor County Public Transit users are:

- Walmart
- Winn Dixie
- Doctors' Memorial Hospital
- Taylor County Health Department
- Taylor County Court House
- Senior Center on Ash Street
- Family Dollar
- Perry Post Office
- Big Bend Technical College
- Dollar General/Save A Lot
- Taylor County Public Library
- Taylor County High School
- Taylor County Supervisor of Elections Office
- Veterans Administration Clinic
- Jerkins Community Center
- Premier Medical Clinic
- Perrytown Apartments
- CVS
- Walgreens
- Popeye's/Burger King
- Head Start
- Taylor County High School
- DMH Plaza

Economic Information

Taylor County is designated as one of "critical economic concern" by the State of Florida and is a designated Rural Area of Opportunity (RAO) and Rural Economic Development Initiative (REDI) Community. The unemployment rate in Taylor County is currently 5.5% (September 2021) with the state average being 4.9%. The median household income in the County is $40,306 with the state average being $55,660. With that, the County's median household income is $15,354 below the state average. The per capita income is $17,391; which is well below the state average of $32,887. It is also important to note the Taylor County mean retirement income is $18,460, again well below the state average of $24,602. 21.2% of the citizens are 100% below poverty level. 27.1% of all children in the County live below poverty level with 35% of the children living in a single parent household living below poverty level. Low income households often have limited access to transportation and often have no choice other than public transit. The Board of County Commissioners currently fund the local "in town" shuttle service program with Big Bend Transit, Inc. being the service provider. The shuttle makes 27 stops on an hourly schedule 6 days a week at a cost of two dollars (2.00) per person. This has been a tremendous benefit to the community with a shuttle ridership of 13,542 in 2020. In the past the Board of County Commissioners funded the shuttle 100% with no cost for riders during the month of December and anticipates continuing this. Since 2018 the December (holiday) shuttle was funded by a local donor.
*The economic statistics and information was obtained from the latest U.S. Census Bureau figures, www.floridacharts.com, and www.bestplaces.net/economy/county/florida/taylor, www.florida/demographics.com and data.tallahassee.com

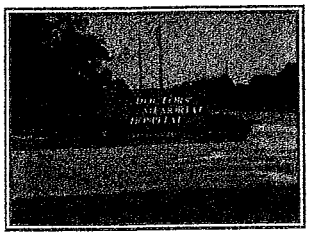
Labor
Key Employers for Taylor County



Georgia Pacific Cellulose (Pulp Mill)
One Buckeye Way, Perry, FL 32348 850-584-1121
Employees: **479**

Taylor County School Board (School)
318 North Clark Street, Perry, FL 32347 850-838-2500
Employees: **499**

Taylor County Correctional Institute (Correctional Facility)
8501 Hampton Springs Road, Perry, FL 32348 850-838-4000
Employees: **300**



Doctor's Memorial Hospital, Inc. (Hospital)
333 N. Byron Butler Parkway, Perry, FL 32347 850-584-0800
Employees: **210**

Walmart Super Center (Retail Store)
1900 Jefferson Street, Perry, FL 32348 850-223-4179
Employees: **238**

NAMMO PERRY, Inc. (Pyrotechnics)
10625 Puckett Road, Perry, FL 32348 850-584-2634
Employees: **162**

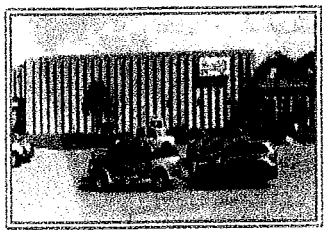


LIPPERT United Welding, Inc. (Aluminum Truck Accessories)
3201 Foley Road, Perry, FL 32348 850-584-3448
Employees: **115**

WG Yates Construction Corporation (Engineering & Construction)
3949 Contractor's Road, Perry, FL 32348 850-290-8115
Employees: **120**

West Fraser Timber Co. (Wood Products)
1509 S. Byron Butler Parkway, Perry, FL 32348 850-601-2560
Employees: **140**

RDS Manufacturing, Inc. (Aluminum Products)
PO Box 1908, Perry, FL 32348 850-584-6898
Employees: **166**



Taylor County Board of County Commissioners (County Offices)
108 N. Jefferson Street, Perry, FL 32347 850-838-3500
Employees: **129**

Super-Pufft Snacks.USA, LLC
700 Super Pufft Street, Perry, FL 32348 850-371-5364
Employees: **240**

Housing

According to the most recent U.S. Census figures the total number of occupied housing units in Taylor County was 11,174 and the average household size was 2.44. Of the occupied housing units, 8,648 are owner occupied. 34.8% of the households had individuals 65 years and over. The rental vacancy rate is minimal as rent prices in Taylor County are low compared to the Florida average. Average rent for a 2 bedroom apartment is $734 per month with the Florida average being $1,021 per month. The County rent prices are 95% less than the rest of the state. 75% of homes were constructed prior to 2000 and do not meet current Florida Building Code standards. As reflected in the statistics, a large number of households have residents who are 65 and over. This stresses the importance of the need for transit/transportation planning to ensure adequate transportation options are available for an aging population.

Health

Taylor County ranks #61 out of 67 counties in Florida for poor physical and mental health and low birth weight. Cardiovascular disease is the number one cause of death in the County with 28.9% of all deaths being heart/cardiac related. Per the CDC, Taylor County has the highest (twice the state average) Heart Failure Death Rate in the state for adults age 35 and over. The County has one of the highest death rates in Florida for strokes and diabetes with 16% of adults over 20 years old being diagnosed with diabetes. 21% of County residents smoke and 37% are considered obese, both well over the state average. 35% of the adults in Taylor County report no leisure time physical activity compared to the Florida average of 24%. Taylor County ranks 5th in the state for food insecurity and hunger. The average life expectancy for females in the County is 77.7 with the Florida average being 82. The average for males is 74.2 with the Florida average being 78.9.

The County has one hospital, Doctors' Memorial Hospital, Inc. (DMH). There are eleven medical offices and clinics. There are 18 licensed medical doctors: 2 pediatricians, 3 surgeons, 4 doctors of internal medicine, and 9 family practices. There are 4 dentists, 3 chiropractors, 3 optometrist, 3 occupational therapists, 6 physical therapists, and 248 practicing registered, practical and advanced nurses. There are no licensed psychologists in Taylor County. There is one licensed extended/skilled care facility in Taylor County which also offers physical, speech, and occupational therapy. It is important to note DMH offers no cardiac, critical, or trauma care and all of these patients must be transported out of county to Tallahassee or Gainesville. Any type of cancer treatment/care is also out of county.

Taylor County Health Department is located in the City of Perry and offers numerous health care programs to low income and those who do not receive health care due to lack of financial means. The County Health Department offers the following programs: primary care services, immunization programs, Chronic Disease Programs, HIV testing and counseling, AIDs drug and assistance program, Sexually Transmitted Disease Program, Tobacco Cessation, Family Planning Services, Healthy Start Program, and Mom Care Program. The Health Department also served as a COVID 19 testing and vaccination site.

Health issues and access to health care facilities is obviously critical to the welfare of the citizens of Taylor County. Ensuring transportation is available for the disadvantaged and elderly to access medical care and services is essential for the planning of transit services and programs in Taylor County.

The statistics and information for this section were obtained from www.countyhealthrankings.org, www.cdc.gov, www.floridacharts.com, www.bebr.ufl.edu/data/county/Taylor, www.doh.state.fl.us, www.quickfacts.census.gov., www.taylor.floridahealth.gov, and www.usafacts.org/state/taylorcounty

C. SERVICE ANALYSIS

Taylor County is a rural county designated as one of "critical economic concern" by the State of Florida and is a "Rural Area of Opportunity" and a Rural Economic Development Initiative (REDI) area. The average income is more than $10,000 below the state average. The County has one of the largest land masses in the state with a total of 1,042 square miles, with more than half of the roads being unpaved. This land is largely undeveloped being 85% timberlands. 69% of the County's population lives in the outlying areas often making it difficult to provide adequate services to the transportation disadvantaged population. To successfully provide adequate and essential transportation services to our most vulnerable citizens and the disadvantaged population it will be a necessity for the Taylor County Local Coordinating Board, Board of Commissioners, the Transportation Disadvantaged Commission, and the Community Transportation Coordinator to work closely together as a team to address mobility needs and transit demand strategies. Addressing unmet needs within the fiscal constraints of the County along with the local demographics will be essential and will assist the CTC in reaching current and future transit needs.

1. Forecast of Transportation Disadvantaged Population

Per the Forecast of General and Critical Need Transportation Disadvantaged Population spreadsheet, the County has an estimated annual growth of less than 1%. Over the next five years the County has an expected growth of 364 new residents. The current population is 21,870. It is important to note Taylor County is a fiscally constrained county and 43.1% of the population qualifies as transportation disadvantaged. The Forecast of General and Critical Need Transportation Disadvantaged Population spreadsheet for Taylor County is included in Appendix D.

2. Needs Assessment

Based on local demographics and statistics from the US Census Bureau, Florida Charts, ridership reports from the Community Transportation Coordinator, public input at the LCB meetings and annual public hearings, and direct input from current riders, the key needs over the next five to ten years will be expanding services to the outlying areas. Per the Census, the population within the City of Perry (the only incorporated town/city in Taylor County) has decreased while the population in the rural unincorporated areas has increased. The population increases have mainly been in the coastal areas. In addition to recent growth in the coastal and outlying areas, the Taylor County Comprehensive Plan 2015-2035 and Vision 2060 project a large percentage of the future residential and community development to be in the coastal areas on a corridor from Dekle Beach to Steinhatchee. The Census reflects 1,374 Veterans reside in Taylor County, many of whom are disabled and/or low income. Ensuring our disadvantaged Veterans have adequate transportation to medical facilities in Lake City, Florida and Tallahassee, Florida is also essential in our Needs Assessment. Working with TD funds and the CTC, Taylor County provides a weekly shuttle to the VA Hospital in Lake City and to the VA Medical Center in Tallahassee to Veterans. Taking this into consideration, all aspects of the Needs Assessment, the County and the CTC will target expanding services to the coastal communities and Veteran's over the next five years. The County and the CTC will work closely together researching and pursuing funding sources to provide transportation services as well as the capital purchases of vehicles and other necessary equipment. As a fiscally constrained County, funding will continue to be an ongoing issue.

3. Barriers to Coordination

As a rural, economically constrained County with a large land mass, the key barriers are travel distance and the availability of funding to provide transportation in the outlying areas. There are 542 miles of roads in Taylor County and 277.5 are unpaved which makes travel in many areas of

Taylor County difficult. The coastal community of Steinhatchee, which has an estimated population of 1,800, is more than 40 miles from key services including medical care. Per the US Census figure projections, the population growth in Taylor County is anticipated to be approximately 7% from 2015-2025. Though this is not a substantial figure, per the Taylor County Comprehensive Plan and the Vision 2060 Land Development Plan adopted for Taylor County by the Florida Department of Economic Opportunity, the growth is expected in the outlying coastal areas. Historically, the coastal communities in Taylor County are comprised of an aging population with the current median age being 63.7 years. In addition, per Florida Charts 34.9% of the citizens over the age of 65 in Taylor County have disabilities and/or physical limitations.

Over the next 10 years, it will be a priority of the Taylor County Local Coordinating Board as well as the Board of Commissioners to work closely with the TD Commission and the Community Transportation Coordinator to expand services to address the transportation disadvantaged needs, especially the elderly and disabled in the outlying areas. This falls directly in line with the Goals and Objectives outlined in Section 1-D of the Service Plan.

D. GOALS AND OBJECTIVES

Taylor County Transportation Disadvantaged Program
Goals and Objectives

Statement of Mission, Goals, and Objectives

The purpose of this chapter is to provide specific direction for this plan by providing a statement of mission, goals, and objectives. The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged has adopted the following mission statement, goals, and objectives.

Local Coordinating Board Mission Statement

"To insure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons in Taylor County."

Goal 1: Eliminate physical barriers to the use of transportation services by elderly and the disabled and comply with the requirements of the Americans with Disabilities Act (ADA).

Objective 1.1: CTC will ensure service is provided to all persons including the elderly and those with disabilities. The CTC will also ensure the level of service provided to the elderly and to those with disabilities is equivalent to those without disabilities including but not limited to service hours, trips rates, and equipment availability.

Strategy 1.1.1: Ensure CTC and the assisting staff understands the American with Disabilities Act (ADA). Documentation of the CTC meeting ADA standards will be included in the CTC annual evaluation.

Strategy 1.1.2: CTC will train assisting staff members regarding the utilization of special equipment for the disabled as well as recognizing the abilities of persons with disabilities.
Strategy 1.1.3: CTC will ensure that alternative methods will be used for accessing transportation disadvantaged services for the elderly and individuals with disabilities (i.e. Telephone Device for Deaf (TDD), radio advertising, close captioned public service announcements, etc.)

Strategy 1.1.4: County Planning staff and/or the LCB to address any lack of service or problem with transportation or services provided to the elderly and those with disabilities quarterly or sooner if so needed.

Strategy 1.1.5: Ensure vehicles are properly equipped with features which will assist the elderly such as but not limited to, hand railing, easy to use seat belts, and easily accessible package/bag storage areas.

Strategy 1.1.6: Ensure shuttle and van drivers are properly trained to provide assistance to elderly riders if so needed.

Goal 2: Monitor the quality of service provided by the CTC and designated transportation provider ensuring transportation needs are met for all citizens.

Objective 2.1: Monitor the quality of service and maintain minimum standards.

Strategy 2.1.1: CTC will provide ridership reports and information on any complaints or grievances filed on a quarterly basis to the LCB. This will be an agenda item at each LCB meeting.

Strategy 2.1.2: On a quarterly basis the CTC will review transportation routes, pick-up locations, and other pertinent information. Make recommendation to LCB as so needed.

Strategy 2.1.3: Planning Manager and members of LCB to ride "in town" shuttle quarterly to ensure quality of service and rider needs are being met.

Objective 2.2: Maximize customer comfort and safety.

Strategy 2.2.1: Regularly inspect vendor vehicles, monitor drivers, and adhere to the drug and alcohol program, and all safety programs.

Strategy 2.2.2: Monitor safety related complaints and seek ways to minimize.

Strategy 2.2.3: Maintain and review accident records to determine future actions deemed necessary to improve the overall safety record.

Strategy 2.2.4: Ensure CTC maintains the quality of the vehicles by replacing older vehicles with high mileage or vehicles known to have recurring mechanical problems.

Strategy 2.2.5: Respond to all complaints, concerns, and suggestions concerning transportation for the disadvantaged.

Strategy 2.2.6: Establish written policies which set standards that differentiate a complaint from a grievance and how both will be addressed and resolved.

Strategy 2.2.7: Ensure that services are provided in a safe and secure manner in accordance with the CTD and FDOT standards and recommendations as well as local standards.

Strategy 2.2.8: Ensure the vendor vehicles are equipped to meet federal and state health care guidelines, such as but not limited to social distancing in an event of a pandemic or health care crisis.

Objective 2.3: Increase avenues for customers to access information on the coordinated transportation system. Ensure riders are educated on policies and rules to be followed and adhered to when using and accessing the coordinated transportation system.

Strategy 2.3.1: Provide information and training to all organizations that serve the transportation disadvantaged and disabled.

Strategy 2.3.2: Pursue marketing opportunities through community associations and clubs, and the local media.

Strategy 2.3.3: Ensure that all websites and other electronic media in reference to the program are compliant with Section 508 of the Rehabilitation Act, as amended in 1998.

Strategy 2.3.4: Inform riders of program changes: if at all possible, riders should be informed of program changes prior to the change.

Objective 2.4: Continuity of Operations

Strategy 2.4.1: Develop plans for the continuity of operations in the event of a natural disaster (such as a hurricane), health care disaster, or other national disaster that may impact transportation for the disadvantaged.

Strategy 2.4.2: Working closely with the CTC, Taylor County Emergency Operations and First Responders, and other applicable agencies to develop a system for the safe transport of the disadvantaged in the event of a disastrous situation and also ensure for the safety of drivers and operators.

Goal 3: Assure quality, cost-effective transportation disadvantaged services

Objective 3.1: Assess the needs of the local population using ridership reports and information on demographics.

Strategy 3.1.1: Collect transportation disadvantaged needs data and projections

Strategy 3.1.2: Identify major trip generators and attractors in the County being accessed or potentially accessed.

Strategy 3.1.3: Develop a profile on the transportation disadvantaged population in Taylor County.

Strategy 3.1.4: Working closely with the CTC, adjust "in town" shuttle pick-up locations as needed to ensure cost-effective and efficient services.

Strategy 3.1.5: Continue to monitor the costs per trip and work to operate as efficiently as possible.

Strategy 3.1.6: Annually review trip rates to ensure the program is being operated as efficiently and effectively as possible.

Strategy 3.1.7: Assist and advise CTC in providing transportation programs that are consumer-oriented and maximize the use of vehicles to eliminate duplication of service without inconveniencing the rider. The LCB to review as so needed.

Strategy 3.1.8: Expand local transportation programs to include a weekly shuttle service from the coastal community of Steinhatchee to Perry. Also, possibly from the small rural community of Shady Grove located on the north end of the County to Perry.

Goal 4: Ensure program accountability with State and Federal requirements for transportation disadvantaged planning.

Objective 4.1: Continue to coordinate transportation services with the CTC and the County.

Strategy 4.1.1: Prepare and submit an Annual Operations Report (AOR) to the CTC on all TD operations coordinated by the CTC (Big Bend Transit).

Strategy 4.1.2: Prepare and submit an Annual Expenditure Report (AER).

Strategy 4.1.3: Monitor Coordination Agreements with contractors if so applicable.

Strategy 4.1.4: Continue to provide quarterly reports and updates to the LCB.

Strategy 4.1.5: Review and update Transportation Disadvantaged Service Plan (TDSP) annually. Update and amend TDSP as so needed to comply with all requirements, goals, and standards of the TD Commission and the Taylor County Board of Commissioners.

Strategy 4.1.6: Update Grievance Procedures annually and include in the TDSP update.

Strategy 4.1.7: Update LCB By-Laws annually and include in the TDSP update.

Goal 5: Secure additional funding to meet the transportation disadvantaged needs and goals in Taylor County.

Objective 5.1: Investigate and pursue all available funding opportunities at the federal, state, and local levels for programs or projects that serve the transportation disadvantaged.

Strategy 5.1.1: Identify and pursue opportunities for private sector participation and public/private partnerships for funding assistance opportunities for the local transportation program.

Strategy 5.1.2: Apply for FDOT Service Development funds, 5310 and 5311 Grants, Shirley Conroy Rural Area Assistance Program funds, or similar funds for the implementation of new and expanded projects and programs for the community.

Strategy 5.1.3: Apply for funds for the implementation of projects that support transportation to employment and/or employment-related activities, and schools, colleges, and educational facilities.

Strategy 5.1.4: Work with the CTD, the Florida Legislature, FDOT, and FTA to receive sufficient funding to meet the service demands of the Transportation Disadvantaged community.

Strategy 5.1.5: Review and evaluate fares on a regular basis to ensure customers contribute to maintaining the system within reasonable means.

Objective 5.2: Work closely with the Board of Commissioners and the public to secure dedicated funding for various local programs which are funded with TD funds and a local match.

Strategy 5.2.1: Educate the Board of Commissioners, local decision makers, and general public on the importance of public transportation and the need for local financial support.

Strategy 5.2.2: Prepare and submit annual budget requests to the Board of Commissioners seeking ongoing funding and support for county funded transportation programs. This includes programs funded in part with TD funds which require a local match.

Strategy 5.2.3: Hold an annual public hearing at a Board of Commissioners meeting to ensure the Board understands the importance of the program and how many citizens are served by the program.

SECTION II SERVICE PLAN AND STANDARDS

A. OPERATIONS

The operations element is a profile of the Taylor County coordinated transportation system. This element is intended to provide basic information about the daily operations of Big Bend Transit and its contracted transportation operators.

1. TYPES, HOURS, AND DAYS OF SERVICE

Advance Reservation	Within Taylor-County	Curb to Curb Door to Door(on exception)	Ambulatory Wheelchair	24 Hour Advance Notice	Monday-Saturday 6:00 a.m. to 6:00 p.m.
Evacuation	Within Taylor County	Door to Door	Ambulatory Wheelchair	Service provided according to agreement.	Service provided according to agreement.
Fix Route	Within Perry city limits	Curb to Curb	Ambulatory Wheelchair	Daily (Perry Shuttle)	Monday through Friday

BARIATRIC TRANSPORTATION

Transportation Disadvantaged Program: Big Bend Transit is required to transport all "common wheelchairs. A common wheelchair is defined as a device which does not exceed 30 inches in width and 48 inches in length measured two inches above the ground and does not weigh more than 600 pounds when occupied. Wheelchairs that exceed these dimensions and weight may not to be transported.

HOURS AND DAYS OF SERVICE

Transportation Disadvantaged Program: Monday through Saturday, 6:00 a.m. to 6:00 p.m. excluding holidays

HOLIDAYS

Transportation Disadvantaged Program sponsored service will not be provided on the following observed holidays.

Thanksgiving Day
Christmas Day
New Year's Day

Non-Emergency Transportation Program sponsored service except for **urgent care** service will not be provided on the following observed holidays:

Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday

Memorial Day
Independence Day
Labor Day

2. ACCESSING SERVICES

Office Hours
Big Bend Transit's office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

PHONE NUMBER

Transportation Disadvantaged Program: (850) 584-5566 or Florida Relay Service at 1-800-955-8711 for TDD access

ADVANCE NOTIFICATION TIME

Transportation Disadvantaged Program -Trip reservations must be placed by 2:00 p.m. the day before travel and no more than 14 days in advance of the day of travel. Trips are scheduled Monday through Friday from 8:00 a.m. to 5:00 p.m.

TRIP CANCELLATION PROCESS

Trip cancellations shall be made to Big Bend Transit a minimum of two (2) hours prior to the earliest pick-up time. A "no show" will be charged to passengers who do not cancel trips a minimum of two (2) hours prior to their pick-up time. Hours for cancelling service are Monday through Friday 6:00 a.m. to 6:00 p.m.

NO-SHOW POLICIES

Transportation Disadvantaged Program - Trips must be cancelled a minimum of two hours before the scheduled pick-up time. If trips are not cancelled at least two hours in advance, the passenger will be considered a no-show. Cancellations at the door will be considered no-shows. If an individual is charged with frequent no-shows, they may be temporarily suspended from service.

On the first "no-show," the driver will leave a "no-show" notice on the client's door. On the second "no-show" occurrence, a letter of warning will be sent from the Community Transportation Coordinator. If a third infraction occurs within 60 days, the Community Transportation Coordinator will send a letter notifying the client that they have been suspended from service for a 30 day period. When the client is again reinstated to the program, and if three (3) infractions occur within 60 days, the suspension will be 45 days. When the client is again reinstated to the program and if three (3) infractions occur within 60 days, the suspension will be 60 days.

TRANSPORTATION DISADVANTAGED PROGRAM ELEGIBILITY

Big Bend Transit will determine through an eligibility application process whether an individual is unable to transport themselves or purchase transportation. Individuals who do not have an operational vehicle in the household; the ability to operate a vehicle; or the ability to find transportation from other sources are considered eligible for Transportation Disadvantaged Program services. Individuals who are unable to purchase transportation will also be considered for Transportation Disadvantaged program eligibility. A copy of the Eligibility Status Application Form is included in Appendix B. Criteria which will be used to determine TD eligibility includes:

- Physical or mental disability of rider
- Income status
- Age
- Rider's ability to transport themselves
- Rider's ability to purchase transportation services

Transportation Disadvantaged Program sponsored services are provided on a first-come, first served basis. Service sponsored by the Transportation Disadvantaged Program may be denied if there are insufficient funds to provide that service.

TRANSPORTATION DISADVANTAGED TRIP PRIORITIES

Big Bend Transit in cooperation with the Coordinating Board has established the following trip priorities for the use of the Transportation Disadvantaged Trust Funds:

- Life Sustaining Medical Trips
- Employment Trips
- Essential Business Trips
- Education/Training Trips
- Nutrition/Meal site Trips
- Recreational/Social Trips

3. TRANSPORTATION OPERATORS AND COORDINATION CONTRACTORS

Big Bend Transit is a sole source provider.

4. PUBLIC TRANSIT UTILIZATION

Not applicable.

5. SCHOOL BUS UTILIZATION

Currently, there is no need to use school buses at this time. If Big Bend Transit determines a need to use school buses in the future, the Taylor County School Board will be contacted for assistance.

6. VEHICLE INVENTORY

Big Bend Transit's vehicle inventory is shown as Exhibit E-1.

7. SYSTEM SAFETY PROGRAM CERTIFICATION

Big Bend Transit's System Safety Program Plan Certification is shown as Exhibit E-2.

8. INTER-COUNTY SERVICES

Big Bend Transit provides regular scheduled and non-scheduled inter-county transportation services. Big Bend Transit participates when operationally and cost effective in inter-county service routes operated by adjacent Community Transportation Coordinators.

9. NATURARL DISASTER/EMERGENCY PREPAREDNESS

Upon request, and on a capacity available basis, Big Bend Transit enters into disaster/emergency transportation assistance agreements with residential facilities to provide ambulatory and non-ambulatory transportation services.

10. MARKETING

The availability of Big Bend Transit transportation services will continue to be promoted through general and specific distribution of informational materials at locations which concentrate eligible population activity.

11. ACCEPTABLE ALTERNATIVES

There have been no acceptable alternatives for the provision of transportation service identified in Taylor County.

12. SERVICE STANDARDS

The Community Transportation Coordinator and any transportation operator from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Florida Commission for the Transportation Disadvantaged approved standards. These standards include:

DRUG AND ALCOHOL POLICY

Rule 41-2.006 (4) (a), F.A.C.: Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

Local Policy: Big Bend Transit shall comply with his standard.

TRANSPORT OF ESCORTS AND DEPENDENT CHILDREN

Rule 41-2.006 (4) (b), F.A.C.: An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Service Plan.

Local Policy: Children under age 12 will be required to be accompanied by an escort. Escorts must be provided by the passenger. Escorts must be able to provide the necessary assistance to the passenger. Escorts will be transported at the regular rate.

USE, RESPONSIBILITY, AND COST OF CHILD RESTRAINT DEVICES

Rule 41-2.006 (4) (c), F.A.C.: Use of child restraint devices shall be determined locally as to their responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan.
Local Policy: All passengers under the age of 4 and/or under 50 pounds will be required to use a child restraint device. This device will be provided by the passenger.

PASSENGER PROPERTY

Rule 41-2.006 (4) (d), F.A.C.: Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property

beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

Local Policy: Passengers shall be allowed to have two pieces of personal property which they can place in their lap. Passengers must be able to independently carry all items brought onto the vehicle.

LOCAL TOLL FREE NUMBER

Rule 41-2.006 (4) (f), F.A.C.: A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The Transportation Disadvantaged Helpline phone number (1-800-983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board. All rider information/materials (brochures, user's guides, etc.) Will include the Transportation Disadvantaged Helpline phone number.

Local Policy: Big Bend Transit shall comply with this standard.

OUT-OF-SERVICE AREA TRIPS

Rule 41-2.006 (4) (g), F.A.C.: Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

Local Policy: Inter-county services between Taylor and Leon Counties is available weekly. Other inter-county services are provided when available.

VEHICLE CLEANLINESS

Rule 41-2.006 (4) (h), F.A.C.: Interior of all vehicles shall be free of dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

Local Policy: All vehicles shall be cleaned (interior and exterior) on a regular schedule (daily).

BILLING REQUIREMENTS

Rule 41-2.006 (4) (I), F.A.C.: Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within seven (7) calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, in accordance with Section 287.0585, Florida Statutes.
Local Policy: Big Bend Transit shall comply with his standard.

PASSENGER/TRIP DATABASE

Rule 41-2,006 (4) (j), F.A.C.: Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.

Local Policy: Big Bend Transit shall comply with this standard.

ADEQUATE SEATING

Rule 41-2.006 (4) (k), F.A,C.: Adequate seating for paratransit services shall be provided to each rider and escort, child or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate searing or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

Local Policy: Big Bend Transit shall comply with this standard.

DRIVER IDENTIFICATION

Rule 41-2.006 (4) (l), F.A.C.: Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with specific passengers, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

Local Policy: Big Bend Transit shall comply with this standard.

PASSENGER ASSISTANCE

Rule 41-2.006 (4) (m), F.A.C.: The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or wheelchair securement devices, storage of mobility assistive devices and dosing the vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and dose doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchairs up or down more than one step, unless it can be performed safely as determined by the passenger, guardian and driver.

Local Policy: Drivers are not permitted individually to assist persons in wheelchairs up or down more than one step, through grass or sand or an include of more than 8.33% (1:12 slope).

SMOKING, EATING, AND DRINKING

Rule 41-2.006 (4) (n), F.A.C.: Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Transportation Disadvantaged Service Plan.
Local Policy: The use of tobacco products on vehicles is prohibited. Eating and drinking on board the vehicle is also prohibited

PASSENGER NO-SHOWS

Rule 41-2.006 (4) (o), F.A.C.: The Community Transportation Coordinator and the local Coordinating Board shall jointly develop a policy on passenger no shows. Assessing fines to passengers for no shows is acceptable but such policy and process shall be identified in the local Transportation Disadvantaged Service Plan.

Local Policy: Passenger no-shows are defined as trips not cancelled a minimum of two (2) hours prior to the scheduled pick-up time. Passengers shall be notified if they are considered a no-show.

TWO-WAY COMMUNICATIONS

Rule 41-2.006 (4) (p), F.A.C.: All vehicles providing service within the coordinated system shall be equipped with two-way communications in good working order and audible to the driver at all times to the base.

Local Policy: All vehicles shall have two-way radios.

AIR CONDITIONING/HEATING

Rule 41-2.006 (4) (q), F.A.C.: All vehicles providing service within the coordinated system shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

Local Policy: Big Bend Transit shall comply with this standard.

FIRST AID

Rule 41-2.006 (4) (r), F.A.C.: First Aid policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

Local Policy: All drivers shall be certified in First Aid.

CARDIOPULMONARY RESUSCITATION

Rule 41-2.006 (4) (s), F.A.C.: Cardiopulmonary resuscitation policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

Local Policy: All drivers shall be certified in cardiopulmonary resuscitation.

DRIVER CRIMINAL BACKGROUND SCREENING

Rule 41-2.006 (4) (t), F.A.C.: Driver background screening shall be determined locally, dependent up on purchasing agencies' requirements and provided in the local Transportation Disadvantaged Service Plan.

Local Policy: All drivers in the coordinated system shall meet Level 2 criminal background screening requirements in accordance with Chapter 435, Florida Statutes.

FIXED ROUTE TRANSIT UTILIZATION

Rule 41-2.006 (4) (u), F.A.C.: In areas where fixed route transportation is available, the Community Transportation Coordinator should jointly establish with the local Coordinating Board a percentage of total trips that will be placed on the fixed route system.

Local Policy: Big Bend Transit shall comply with this standard.

PICK-UP WINDOW

Rule 41-2.006 (4) (v), F.A.C.: The Community Transportation Coordinator should establish and address the passenger pick-up windows in the local Transportation Disadvantaged Service Plan. This policy should also be communicated to contracted operators, drivers, purchasing agencies and passengers.

Local Policy: There is a ninety (90) minute pick-up window in place for all intra-county trips based on the arrival time of the passenger. There is sixty (60) minute pick-up window in place for all intra-county trips based on the departure time of the passenger.

ON-TIME PERFORMANCE

Rule 41-2.006 (4) (w), F.A.C.: The Community Transportation Coordinator and local Coordinating Board should jointly establish and address the percentage of trips that will be on-time in the local Transportation Disadvantaged Service Plan. This performance measure should be communicated to contracted operators, drivers, purchasing agencies and passengers. This measure should also be included as part of the Community Transportation Coordinator's evaluation of its contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

Local Policy: Big Bend Transit will have a 90 percent on-time performance rate for all completed trips. On-time performance will be measured by random sampling of trips.

ADVANCE RESERVATION REQUIREMENT

Rule 41-2.006 (4) (x), F.A.C.: The Community Transportation Coordinator should establish and address in the local Transportation Disadvantaged Service Plan a minimum 24 hour advanced notification time to obtain services. This policy should be communicated to contracted operators, purchasing agencies

Local Policy: There shall be a 24 hour notice requirement for all other trips scheduled within the coordinated system, except under special circumstances.

SAFETY

Rule 41-2.006 (4) (y). F.A.C.: The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the safety of the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

Local Policy: There shall be no more than 1.2 chargeable accidents per 100,000 miles during the evaluation period.

RELIABILITY

Rule 41-2.006 (4) (z), F.A.C.: The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the reliability of the vehicles utilized in the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator

Local Policy: There should be no less than 10,000 miles between each road call.

PASSENGER CODE OF CONDUCT

For everyone's safety, drivers and riders of the system are expected to act in an appropriate manner at all times and abide by the policies of Big Bend Transit.

- Riders shall be ready to board the vehicle within 5 minutes of its arrival.
- Riders shall be prepared to share their ride with other passengers.
- No person may eat, drink or smoke on board any vehicle.
- No passenger may operate or tamper with any equipment on board any vehicle.
- Riders may not have radios, cassette tape players, CD players or other sound generating devices in operation while on board a vehicle, UNLESS it is connected to a headset.
- Disruptive behavior, which results in a distraction to the driver is deemed a safety hazard. Such behavior will not be tolerated and shall be grounds for suspension of transportation privileges.

VERBAL ABUSE

Verbal abuse by a rider against staff, drivers or other clients will not be tolerated. Verbal abuse includes but is not limited to use of profanity, obscene gestures, yelling or screaming. Riders who verbally abuse staff, drivers or other clients may be suspended from service.

PHYSICAL ABUSE

Physical abuse of either a rider to another rider or rider to a driver will not be tolerated. Physical abuse includes but is not limited to grabbing, hitting or touching. Such abuse shall be deemed as assault. In such cases, the local police shall be notified, and the rider shall be issued a notice of suspension from service.

SUBSTANCE ABUSE

No passenger who is under the influence of alcohol or illegal drugs will be transported. If a passenger is scheduled to be returned home and they are under the influence, they will be required to find alternative means of transportation. If a pattern of such behavior **exists, a** suspension of transportation privileges shall be invoked.

PENALTIES

The following penalties shall apply to service sponsored by Florida's Transportation Disadvantaged Program.

Verbal Abuse

First offense - written warning
Second offense - one week suspension of services Third offense - 30 day suspension of services Fourth offense - 90 day suspension of services Fifth offense - permanently removed from service.

Physical Abuse

First offense - Big Bend Transit will issue a written notice of suspension for 90 days by certified mail. The notice will advise the rider that Big Bend Transit intends to suspend his or her riding privileges and the reason for such action.

Second offense - 180 day suspension of services Third offense - permanently removed from service.

APPEALS

A rider has ten (10) calendar days from the date of issuance of suspension notice to request a reconsideration hearing on the suspension. If a reconsideration hearing is requested, the hearing will be held by the Gadsden County Transportation Disadvantaged Coordinating Board Grievance Committee if the suspension involves transportation provided under Florida's Transportation Disadvantaged Program. All requests for reconsideration must be in writing and delivered to:

Big Bend Transit, Inc.
P.O Box 1721
Tallahassee, Florida 32302

The written request must include the name and address of the person who is requesting the hearing and a statement as to why his or her riding privileges should not be suspended. If the request is not received within ten (10) calendar days from the issue date of the suspension, then the suspension becomes effective ten (10) calendar days from the date of issue. Upon receipt of letter requesting the reconsideration hearing, a hearing shall be held within 10 working days. Gadsden County Board of Commissioners staff will advise the person requesting the reconsideration hearing by return correspondence of the date, time and location of the hearing.

The person will be given the opportunity to present the reasons why they believe the suspension should not take place. The Gadsden County Transportation Disadvantaged Coordinating Board Grievance Committee will make a recommendation whether or not to uphold the suspension. A written statement of the recommendation shall be forwarded to the person requesting the hearing within two (2) working days after the hearing by the Grievance Committee. A written statement of the decision whether or not to uphold the suspension shall be forwarded by certified mail within two (2) working days by Big Bend Transit to the person requesting the hearing.

15. COMPLAINTS

It is the goal of the Community Transportation Coordinator (Big Bend Transit-BBT) as well as the Local Coordinating Board to provide the best transportation services possible. Resolving and addressing complaints immediately is a priority. The Big Bend Transit and TD Helpline contact numbers are posted in a visible location in all CTC transport vehicles. Big Bend Transit has a formal complaint form which is provided to any rider or their representatives when so requested. The complaint form incorporates all elements of the CTD's Uniform Service Reporting Guidebook. If the passenger complaint cannot be resolved by the CTC in compliance with TD and local standards, the Grievance Procedures included in Appendix C will be followed. A copy of the Big Bend Transit Complaint Form is also included in Appendix C.

B. COST REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION

The CTC is required to prepare Rate Model Worksheets annually. The Rate Model Worksheet is approved by the Local Coordinating Board (LCB) and the Transportation Disadvantaged (TD) Commission. In addition to the Rate Model Worksheets, the CTC prepares and Annual Operations Report which again reflects rates and expenditures and this is also approved by the LCB and the TD Commission. The current Rate Model Worksheets are shown in Appendix H and the Annual Operations Report is shown in Appendix G.

The operations element is a profile of the Taylor County coordinated transportation system. This element is intended to provide basic information about the daily operations of Big Bend Transit and its contracted transportation operators.

APPENDIX A

LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION

The Taylor County Transportation Disadvantaged Planning Office and LCB, located at 201 E. Green Street, Perry, Florida, 32347, hereby certifies the following:

1. The membership of Local Coordinating Board (LCB), established pursuant to Rule-412.012(3), Florida Administrative Code (F.A.C), does in fact represent the appropriate parties as identified on the membership roster; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature: _____ Date: 12/16/21

MEMBERSHIP ROSTER OF THE LOCAL COORDINATING BOARD

Name	Designation	Position
Pam Feagle	Taylor Co. BOCC	Chairman
Edward Cullaro	Elderly (Over 60)	Primary
Open	Elderly (Over 60)	Alternate
Theresa Copeland	Economically Disadvantaged	Primary
Open	Economically Disadvantaged	Alternate
Lauren Adams	FDOT	Primary
Janell Damato	FDOT	Alternate
Leslee Sunderland	Disabled	Primary
Mary Wallace	Disabled	Alternate
Kristie Lutz	Department of Health	Primary
Martine Young	Department of Health	Alternate
Diane Head	Career Source North Florida	Primary
Anthony Jennings	Career Source North Florida	Alternate
Rhonda Brooks	Children at Risk	Primary
Tremmie Robinson	Children at Risk	Alternate
Sharon Hathcock	Taylor County School Board	Primary
Betsey Stephens	Taylor County School Board	Alternate
Deweece Ogden	FAHCA Medicaid	Primary
Andrew Singer	FAHCA Medicaid	Alternate
Pamela Hagley	FAHCA Medicaid	Alternate
Rose Rucks	Advocate	Primary
Ward Ketring	Advocate	Alternate
Denny Knight	Veterans	Primary
Open	Veterans	Alternate
Geraldine Sparrow	Vocational Rehab	Primary
Bobby Stephanelli	Vocational Rehab	Alternate
Sheryl Dick-Stanford	APD	Primary
Open	APD	Alternate
Jami Evans	Taylor Co. BOCC.	PGM – Non-voting member
Shawn Mitchell	Big Bend Transit Inc.	Non-voting member
Robert Adams	Big Bend Transit Inc.	Non-voting member

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

TRANSPORTATION DISADVANTAGED SERVICE PLAN
LOCAL COORDINATING BOARD
ROLL CALL VOTE

REPRESENTATION	MEMBER	VOTED FOR	VOTED AGAINST	ABSENT FROM VOTING
1. Chairperson (Taylor Co. BOCC)				
2. Elderly (Over 60)				
3. Economically Disadvantaged				
4. FDOT				
5. Disabled				
6. Department of Health				
7. Career Source North Florida				
8. Children at Risk				
9. Taylor County School Board				
10. FAHCA Medicaid				
11. Advocate				
12. Veterans				
13. Vocational Rehab				
14. APD				

_____ _____

Date Coordinating Board Vice-Chairperson

Approved by the Commission for the Transportation Disadvantaged

_____ _____

Date Executive Director

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

TAYLOR COUNTY
LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

LOCAL COORDINATING BOARD MEMBERSHIP

Name	Designation	
Pam Feagle	Taylor Co. BOCC	
Edward Cullaro	Elderly (Over 60)	
Open	Elderly (Over 60)	
Theresa Copeland	Economically Disadvantaged	
Open	Economically Disadvantaged	
Lauren Adams	FDOT	
Janell Damato	FDOT	
Leslee Sunderland	Disabled	
Mary Wallace	Disabled	
Kristie Lutz	Department of Health	
Martine Young	Department of Health	
Diane Head	Career Source North Florida	
Anthony Jennings	Career Source North Florida	
Rhonda Brooks	Children at Risk	
Tremmie Robinson	Children at Risk	
Sharon Hathcock	Taylor County School Board	
Betsey Stephens	Taylor County School Board	
Deweece Ogden	FAHCA Medicaid	
Andrew Singer	FAHCA Medicaid	
Pamela Hagley	FAHCA Medicaid	
Rose Rucks	Advocate	
Ward Ketring	Advocate	
Denny Knight	Veterans	
Open	Veterans	
Geraldine Sparrow	Vocational Rehab	
Bobby Stephanelli	Vocational Rehab	
Sheryl Dick-Stanford	APD	
Open	APD	
Jami Evans	Taylor Co. BOCC.	Non-voting member
Shawn Mitchell	Big Bend Transit Inc.	Non-voting member
Robert Adams	Big Bend Transit Inc.	Non-voting member

APPENDIX B

BIG BEND TRANSIT



MY RIDE GUIDE

Florida Relay Service at
1-800-955-8711
Provides TDD Accessiblity

Accessible formats are available
upon request

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Trip reservations can be scheduled anywhere from one day and up to three days in advance. Customer Service Representatives are available five days a week from 8:00 am to 5:00 pm to schedule a ride. If you have an e-mail address, you may alternatively schedule your trips electronically using a smart phone, tablet, or computer. Easily view and manage pending or accepted ride requests. Electronic ride requests must also be submitted no later than 2PM the previous business day. Reservations must be made no later than 2:00 pm the day before a scheduled trip.

BBT does NOT offer same day service. Same day changes to a pick-up or drop-off time and address **cannot** be made. Therefore, be sure to have the correct information when scheduling a trip.

For cancellations and inquires, Customer Service Representatives are available Monday - Friday from 6:00 am to 6:00 pm; and on weekends and holidays from 8:00 am to 5:00 pm.

Be Prepared!

Be prepared to provide the following information:

First and last name.

Date of travel.

The time you would like to be picked up OR the time you need to reach your destination.

Complete pick-up address, including an apartment number, suite number, gate or security code, building identification, zip code and telephone number. Note: Same day changes to a pickup time or address cannot be made, so make sure the trip information is correct.

Complete destination address, including building, suite or apartment number, zip code and telephone number. Note: Same day changes to a return time or address cannot be made, so make sure that the trip information is correct.

Be sure to inform the Customer Service Representative if a personal care attendant (PCA), escort (special needs if any) service animal and/or companion or child will accompany the rider.

Inform the Customer Service Representative at the time of reservation if you are traveling with an assistive device, such as a wheelchair, scooter, walker, cane, oxygen tank, etc.

Confirming Trips/BBT Vehicles

Trips will be confirmed at the time you make your reservation(s). Please verify dates, times and addresses before ending the call to ensure the accuracy of your scheduled trip.

BBT uses a variety of branded vehicle types including lift-equipped vans and mini-vans with ramps that meet the Federal ADA Regulations. Rides will be scheduled based upon which vehicle best meets service needs.



On Board Ride Times

The average trip length can be 60 minutes or more. A trip may exceed or fall below that average depending on the circumstances.

Trip Pick Up Points

Where to Wait for your Ride

Operators will assist you to and from the threshold of a building. Operators must maintain physical sight of the vehicle at all times, and are not permitted to enter beyond the threshold or ground level of any building. If a rider will need assistance exiting the pick-up location, a companion or personal care attendant should travel with the rider in order to provide assistance.

Door-to-door service **DOES NOT** include any of the following:

- Assisting passengers on unsafe or steeply inclined mobility ramps or stairs
- Entering beyond the door threshold
- Locking/unlocking doors or activating/deactivating house alarms
- Loading/unloading personal items (child car seats will not be loaded/unloaded either)

If a rider cannot be left unattended (as a result of his or her age, disability or impairment), a companion or personal care attendant is required to receive the passenger upon the vehicle's arrival.

When scheduling your trip, please provide Customer Service with a specific building name and/or number within the complex.

The operator will pick up the rider at that specific building. If a rider's building is located within a gated community and requires special entry, be sure to provide Customer Service with an entry code, or, notify the security office to arrange entry for the Para-transit vehicle before pick-up time.

If the rider does not arrange entry, and the vehicle is unable to enter the pick-up area, the rider will be considered a No-Show. (*See NO-SHOWS)



Nursing Homes

Riders with pick-ups at nursing homes should meet the operator in front of the main lobby.

Operators are not permitted to go to rooms to pick up riders. Operators cannot assist riders in and out of a nursing home. Nursing home staff should be ready to assist the individual in or out of the building if necessary. Riders will be dropped off in front of the main lobby of the nursing home.

Adult Program/ Day Care Centers

Operators will make all attempts to secure standard wheelchairs and scooters. If a wheelchair or scooter exceeds the normal size, the operator may ask the rider to transfer to a seat, as it may be difficult to safely secure the passenger within the mobility device. It is the rider's choice to transfer or to remain in his or her mobility device.

Unless otherwise requested by the patron, the default drop-off location at all hospitals will be at the main entrance of the facility. The patron may request another drop off location if there is a safe place at an entrance nearer to the office he/she will be visiting. Please keep in mind that, unless a specific pick-up location is requested, the pick-up location for the return trip will default to the main hospital entrance.

When scheduling a trip to a shopping mall, the patron must specify the exact store entrance nearest to the street where he/she wishes to be dropped off and picked up (for example "Macy's East side entrance" or "food court entrance").

The default drop-off and pick-up locations will be at the street entrance nearest to the food court. Should the patron wish to be picked up for his/her return trip at any entrance other than the default location, the patron must request the pick-up location nearest to the street when scheduling a trip.

Vehicle Arrival - 5 Min Late Ready Window Time

Transit operators will wait 5 minutes for a rider to board the vehicle when arriving within the 30-minute ready-time window. If a rider does not board the vehicle within the 5-minute wait time, the operator by dispatch directions will mark the rider as a No-Show and will depart the location.

BBT is not required to call the rider when the vehicle arrives or before leaving the pick-up location. Riders are expected to be ready to board the vehicle upon its arrival. When the vehicle arrives, you are required to present exact fare or a valid coupon. Please note: The operator cannot take you to your requested destination without the required fare.

Vehicle is Late - Next Step

If the vehicle has not arrived by the end of your 30-minute pick-up window, please call your local Customer Service Representatives at:

Jefferson County—850-997-1323
Leon County—850-574-6064
Gadsden County—850-627-9958
Taylor County—850-584-5566
Madison County—850-973-4418

BBT will make every attempt to accommodate standard wheelchairs, scooters, and other mobility devices. These devices should not exceed 48" in length, 30" in width and 600 pounds in total weight. Mobility devices larger than these standards may be denied service aboard BBT vehicles.

For our riders' safety, BBT cannot transport riders with broken mobility devices or devices without working brakes. Please be sure that wheelchairs or other mobility devices are clean, safe and in good working condition before traveling with BBT.

Operators will make all attempts to secure standard wheelchairs and scooters. If a wheelchair or scooter exceeds the normal size, the operator may ask the rider to transfer to a seat, as it may be difficult to safely secure the passenger within the mobility device. It is the rider's choice to transfer or to remain in his or her mobility device.

A subscription trip is defined as travel that will be repeated at the same times and days of the week for a specific purpose (work,

education, medical treatment, etc.). This type of trip must be made a minimum of twice a week for a minimum of 30 days. Patrons are required to book this trip for a two-week period before it is eligible to become classified as a subscription trip.

Any changes in frequency or time to a subscription trip will result in an additional week call-in period for those modifications to become a subscription. No more than two changes can be made within a 30-day period. Frequent cancellations could result in termination of a subscription.

Negotiated Trip Times

Occasionally, the exact time you wish to travel may not be available. In that case, Customer Service may offer you other choices that may be up to one hour earlier or one hour later than the time you wish to travel.

If you need to arrive at your destination by a specific time, tell the Customer Service Representative. They will attempt to give you a pick-up time that will get you to your destination on time. If your travel time is more flexible, you may be offered a negotiated trip time.

A No-Show occurs when you fail to board the BBT vehicle within five minutes after it arrives within the pick-up window or if you violate BBT policies and as a result you are not transported.

Trips that are not canceled at least two or more hours before your scheduled time will be considered a No-Show. If you receive a No-Show on your trip leaving from the point of origin, the return trip will automatically be canceled unless you request to keep the return trip.

When you accumulate a total of four No-Shows within a 30-day period, you will receive a written Notice of Service Suspension, and a 30-day service suspension will be imposed. A second suspension (four more no-shows) within a six-month period may result in an additional service suspension of 60 days.

If more than two suspensions occur in a six-month period, service will be canceled for up to one year.

No Show Suspension Appeal

A rider who disputes the basis for a suspension of service, termination of service or loss of subscription privileges can call or write the office of BBT at:

PO Box 1721
Tallahassee, FL 32302

If a reconsideration hearing is requested, the hearing will be held by the local Transportation Disadvantaged Coordinating Board Grievance Committee if the suspension involves transportation provided under Florida's Transportation Disadvantaged Program.

Traveling With PCA's/Guests/ Service Animals

Personal Care Attendant–A personal care attendant can accompany a rider at no additional charge. Your file must indicate that you are eligible to have a personal care attendant travel with you, and you must reserve space for the attendant when scheduling your trip.

Children–Florida law requires that all children under the age of four or weighing less than 50 pounds must be properly restrained in a child safety seat. BBT DOES NOT PROVIDE CHILD SAFETY SEATS. Operators will not handle car seats.

Service Animals--Guide dogs and other service animals are allowed to accompany you if this need is indicated in your file. When scheduling a trip, please inform Customer Service if a service animal will be accompanying you on the trip.

Carry-on packages are limited to 2 bags or similar-sized packages that can be carried by the patron on-board BBT vehicles. Operators do not assist riders with personal belongings. Patrons can keep travel carts loaded if the cart fits fully between the seat next to the passenger and the seat-back in front of that seat. Patrons must fold grocery carts if the cart cannot fit between the seat and the seat-back in front of it and secure their carry-on items to keep aisles and exits clear on the bus. Patrons must fold their own strollers or grocery carts when required.

If a patron requires the use of oxygen, it must be identified. It must be a portable tank.

All eligible riders, regardless of age, must pay exact fare when boarding. Operators cannot give change. BBT fare coupons or ride passes can be purchased from the office.

Florida statute 812.015: "Transit fare evasion"- to evade the payment of such fare, or to enter any mass transit, except as provided for the entry of fare-paying passengers, and shall constitute petit theft.

Rules of Conduct

Riders are asked to follow these rules of conduct to ensure the safety and comfort of all riders and the operator:

- No loud conversations on cell phones
- No eating, drinking or smoking on board
- No riding under the influence of alcohol or illegal drugs
- No abusive, threatening or obscene language or actions
- No discharge of bodily fluids or open wounds
- No deliberate fare evasion
- No physical abuse of another rider, or the operator
- No operating or tampering with any equipment while onboard a BBT vehicle
- No radios, MP3 players, compact disc players or other sound generating equipment are to be played aboard the vehicles **WITHOUT EAR PLUGS**

For safety reasons, please limit unnecessary conversation with operators when the vehicle is in motion.

Riders who violate the rules of conduct are subject to penalties, up to and including suspension of service.

Note: Riders who engage in physical abuse or cause physical injury to another rider or operator may be subject to immediate and permanent suspension, as well as possible criminal prosecution.

Florida Statute 784.07: Assault or battery of "public transit employees or agents" including bus operators, equipment maintenance personnel, or field supervisors is a criminal offense.

Operator Assistance

At the request of the patron, a BBT Operator may assist the patron from the outside door of their pick-up location to the outside door of their destination.

BBT Operators may not lock or unlock doors, lift or carry a patron, lift the patron's wheel-chair up or down steps, search for a patron in a building, carry/load bags or personal belongings, call the patron at home, or perform any other assistance that should be undertaken by a personal care attendant.

Big Bend Transit, Inc.
PO Box 1721
Tallahassee, FL 32302

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits discrimation in the public accommodation on the basis of race, color, religion, sex, nation origin, handicap, or of martial status. Persons believing they have been discrimated against on these condidtions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

Learn more about our services at: www.bigbendtransit.org

gx gadsden express

gadsden connector
powered by Gadsden County

Quincy SHUTTLE

Madison SHUTTLE

Perry SHUTTLE

Contact your local office:

Jefferson County: 850-997-1323

Leon County: 850-574-6064

Gadsden County: 850-627-9958

Madison County: 850-973-4418

Taylor County: 850-584-5566

BIG BEND TRANSIT

TAYLOR COUNTY

Transportation Disadvantaged Application

Section I: General Information

Full Name: _____
Last *First* *M.I.*

Address: _____
Street Address *Apartment/Lot #*

_____
City *State* *ZIP Code*

Check one: ☐ House ☐ Apartment ☐ Mobile home ☐ Nursing home ☐ Group home

Is this address within the city limits? Check one: ☐ Yes ☐ No

For what type of travel do you intend to use this service? _____

_____

_____

How often do you plan to travel? ☐ Daily ☐ Weekly ☐ Monthly

Mailing Address: _____
Street Address *Apartment/Lot #*

_____
City *State* *ZIP Code*

Home Phone#: _____ Alternate Phone#: _____

Email: _____

SSN#: _____

Gender: _____ Birth Date : _____
(Attach copy of state ID or driver's license)

Emergency Contact Name: _____

Relationship: _____ Emergency Contact Phone#: _____

Section II: Mobility & Functionality Status

Check all Mobility Aids and/or Impairments that apply:

☐ Wheel Chair ☐ Walker ☐ Cane ☐ Crutches ☐ Leg Brace

☐ Portable Oxygen ☐ Totally Blind ☐ Legally Blind ☐ Service Animal

☐ Deaf ☐ Hearing Impaired ☐ Mentally Impaired ☐ Speech Impairment

If you checked "Mentally Impaired", please indicate the type of mental disability:

_____

_____

_____

_____

_____

I require an escort to travel. (Check one) ☐ Yes ☐ No

In case of mental or physical impairment, please answer the following questions:

1. Are you unable to drive yourself due to your disability? ☐ Yes ☐ No
   If "yes", explain why._____
   _____
   _____
   _____
2. How do you currently travel to your destinations?_____
3. Are you able to grip handles or railings? ☐ Yes ☐ No
4. Are you able to understand and follow directions/requests? ☐ Yes ☐ No
   (IF NO, A PERSONAL ESCORT IS REQUIRED WHEN TRAVELLING.)
5. Can you deal with unexpected situations or changes in routine? ☐ Yes
   ☐ No (IF NO, A PERSONAL ESCORT IS REQUIRED WHEN TRAVELLING.)

Section III: Income Status

1. Are you currently receiving Medicaid? ☐ Yes ☐ No
   If yes, include Medicaid#:_____
2. Check current assistance: ☐ Food Assistance (EBT) ☐ AFDC ☐ SSI
   (Must attach most current supporting documentation if applicable.)

3. How many individuals live in your household?_____
4. What is your annual household income?_____
   (Must attach most current supporting documentation, i.e.W2, 3-check stubs, etc.)
5. Do you or does anyone in your household have a car? ☐ Yes ☐ No
   5a. If "yes": **Owner's name**_____ **Tag #**_____
   Year_____ **Make**_____ **Model** _____
   5b. If "yes", is this vehicle available to you ☐ Sometimes ☐ Always ☐ Never?
6. Do you have friends or relatives who can transport you? ☐ Yes ☐ No
   6a. If "yes" are they able to transport you ☐ Sometimes ☐ Always ☐ Never?

Would you be interested in a **Perry Shuttle** bus pass for travel?
☐ Yes ☐ No

Section IV: Applicant Release

Applicant acknowledges that the information provided is true and correct to the best of their ability and will only be used to assess eligibility. *I hereby authorize my medical representative to release information regarding my level of functionality and need for transportation with BBT.* Any false information submitted will be found cause for immediate disqualification or revocation of eligibility.

_____

Applicant Signature *Date*

If you are signing on the applicant's behalf, please indicate relationship to applicant (i.e. legal guardian, parent, personal care attendant, etc.)

_____

_____

Signature *Date*

Section V:

If you have indicated that you are mentally or physically impaired, please have a Medical Professional (such as a licensed physician, nurse practitioner, physical therapist, social worker, etc.) review this application and complete the following—

1. Do the disabilities of the applicant require that he/she bring a personal care attendant or escort when travelling?(Check one☐ Yes☐ No (If "yes" the applicant **must** travel with an escort for **each** trip.)
2. Indicate which type of transportation is required by the applicant based upon his/her functionality. (Check one) ☐ Ambulatory Vehicle or ☐ Wheelchair & Walker accessible Vehicle

Please initial the following:
___I hereby certify that I have treated the above mentioned applicant and I am familiar with his/her disability and health condition.
___I hereby certify that I have read and agree with the information submitted in this application.

Please attach pertinent medical documentation (such as evaluations, test results, or reports) that would explain the diagnosis or limitations of the applicant. Failure to do so will delay eligibility determination.

I understand that by signing, I am acknowledging that the information in this evaluation is true and correct to the best of my knowledge. I certify that providing false or misleading information could result in the re-examination of eligibility status of the applicant and may be reported to the license/certification jurisdiction of the State of Florida.

_____
Print or type name of medical professional *License Number*

Office Address: _____
Street Address *Building/Suite#*

_____
City *State* *ZIP Code*

Office Phone#: _____ Extension: _____

_____
Signature *Date*

IF ANY SECTION IS LEFT BLANK, OR ANY REQUIRED DOCUMENTATION IS NOT SUBMITTED, THIS FORM **WILL BE RETURNED AND ELIGIBILITY CONSIDERATION WILL BE DELAYED**

Return this application along with supporting documentation to the following address:

Big Bend Transit, Inc.
PO Box 1721
Tallahassee, FL 32302

Visit our website www.bigbendtransit.org for more information about the services that Big Bend Transit, Inc. offers in your community.

****

Office Use Only:

Received Date:_____ Approved Date:_____ Denied Date:_____

APPENDIX C

GRIEVANCE PROCEDURES 2021 – 2022
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

Updated August 17, 2021

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C) and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). The Grievance Procedures are in compliance with Florida Commission for the Transportation Disadvantaged Local Grievance Guidelines for Transportation Disadvantaged Services (February 2010) and Florida Commission Transportation Disadvantaged Grievance Procedures (May 2015). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk" as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: Means routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator (CTC) or transportation operators, not local service standards established by the Community Transportation Coordinator, local Coordinating Board, and the Taylor County Board of Commissioners. Big Bend Transit is both the CTC and the operator. Big Bend Transit does not use outside operators at this time. All service complaints shall be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to serve as a mediator to hear and investigate and make recommendations in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies working with the CTC and the customer. It is not the objective of the grievance process to "adjudicate" or have "determinative" powers. The objective shall be to assist in providing a resolution for the improvement of services.

2.2 The CTC, and its service operation and other subcontractors must post the contact person's name and telephone number in each vehicle regarding the reporting of complaints.

2.3 Rider brochures and other rider documents shall provide information on the complaint and grievance process including the TD Helpline Service when local resolution does not occur.

2.4 All materials pertaining to the grievance process will be made available, upon request, in a format accessible to all citizens including persons with disabilities.

2.5 A written copy of the grievance procedure shall be available to anyone upon request. The request shall be made to the CTC, Official Planning Agency, or the Commission for the Transportation Disadvantaged.

2.6 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

3.1 The Taylor County Local Coordinating Board shall appoint five (5) of its voting members to the Grievance Committee. The Grievance Committee will serve as a mediator to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the designated service area and make recommendations to the LCB.

3.2 Members shall be appointed by the Chairperson of the LCB.

3.3 The Grievance Committee shall include one representative of client/rider.

3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.

3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.

3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board if applicable.

3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.

3.8 The Grievance Committee shall elect a Chairperson and Vice-Chairperson. The Chair and Vice-Chair shall serve for a one (1) year term but may serve consecutive terms.

3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4. GRIEVANCE PROCESS

4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.

4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

a. Late trips (late pick up or drop off)
b. No show by transportation operator
c. No show by client/rider
d. Client/rider behavior
e. Driver behavior
f. Passenger comfort/discomfort
g. Service denial (refusing service to rider without an explanation as to why – such as the client may not qualify, lack of TD funds, etc.)
h. Unsafe driving
i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

a. Chronic or recurring or unresolved service complaints
b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
c. Denial of service
d. Suspension of service
e. Unresolved safety issues
f. Contract disputes (if applicable)
g. Coordination of disputes
h. Bidding disputes
i. Agency compliance
j. Conflicts of interest
k. Supplanting of funds
l. Billing and/or account procedures
m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and at a minimum contain the following:

a. Name and address of the client/rider
b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

Step One: The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. Big Bend Transit, Inc. is the Taylor County CTC and can be contacted at 850-574-6266. Locally, complaints may be made at 850-584-5566. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

a. All CTC and transportation subcontractors (not applicable at this time) must make a written copy of their procedures and rider policies available to anyone, upon request.

b. All CTC and transportation subcontractors (not applicable at this time) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.

c. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date the grievance was received and date by which a decision will be made.

d. The CTC will render a decision in writing, giving the complainant an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.

e. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to all persons including those with disabilities.

f. The CTC Board of Directors, owners or whoever is legally responsible must receive a copy of the grievance and response.

Step Two: If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. Taylor County Board of Commissioners is the DOPA and the Planning Grant Manager can be reached at 850-838-3553.

Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee within seven (7) working days of the meeting.

Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5. COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-983-2435 or 850-410-5700 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. For hearing or

speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

All of the steps outlined in Section 4 must be attempted in the listed order before a grievance will move to the next step in the formal grievance process with the Commission for the Transportation Disadvantaged. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

5.2 Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Statewide Medicaid Managed Care (SMMC) System. The SMMC has a complaint process which can be accessed online at http:/www.ahca.myflorida.com/SMMC. Complaints can also be made by calling 1-877-711-3662.

5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

Grievance Procedures Process Chart at the Local Level

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Written Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) working days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) working days.	Ten (10) working days.	Five (5) working days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) working days from the date of the action that precipitated the grievance to be filed.	Yes	Ninety (90) working days.	Fourteen (14) working days.	Seven (7) working days from the date of the resolution of the grievance.	File grievance with the Florida Commission for the Transportation Disadvantaged

NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Shawn Mitchell- Transportation Manager
Phone: 850-574-6266
smitchell@bigbendtransit.org

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Jami Evans
Phone: 850-838-3553
grants.assist@taylorcountygov.com

Taylor County Local Coordinating Board Chairperson: Pam Feagle
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435
or
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, FL 32399-0450
or
www.fdot.gov/ctd

You may also contact CTDOmbudsman@dot.state.fl.us for further information about Grievance Procedures.

For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

Americans with Disabilities Act (ADA) 800-514-0301 (Voice) and 800-514-0383 (TTY)

Disability Rights Florida 800-342-0823

CERTIFICATION

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the 9th day of September, 2021

Pam Feagle, Chairperson
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL DESIGNATED PLANNING AGENCY

Thomas Demps, Chairman
Taylor County Board of Commissioners

August 17, 2021
Date

Attachment 1: TD Local Grievance Guidelines for Transportation Disadvantaged Services
Attachment 2: Florida Commission for the Transportation Disadvantaged Grievance Procedures

Florida Commission for the



Transportation Disadvantaged

LOCAL GRIEVANCE GUIDELINES FOR TRANSPORATION DISADVANTAGED SERVICES

Prepared by the

Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450
Tool Free (800) 983-2345
(850) 410-5700

Updated February 2010

I. INTRODUCTION

The Commission for the Transportation Disadvantaged oversees, through contractual arrangements, a coordinated system of local transportation disadvantaged service providers in the state. At the local level Community Transportation Coordinators are responsible for the provision of service. The service area for which the Community Transportation Coordinator is responsible is, at a minimum, an entire county, but can include more than one county. The Community Transportation Coordinator can be a transportation operator and actually provide transportation service, or it can form a network of providers by contracting all or some of the service to other transportation operators.

Another key entity involved in the development, monitoring, support, and evaluation of the local service delivery system is the local Coordinating Board. Each county or service area has a local Coordinating Board to provide information, guidance and advice on the local coordinated system.

The purpose of these guidelines is to provide information and uniform guidance in regard to local grievance practices and procedures. It is to be applied by Community Transportation Coordinators and local Coordinating Boards in developing and implementing their local grievance procedures.

It is the intent of the Commission for the Transportation Disadvantaged to encourage resolution of grievances at the local level, and to educate the passengers, funding agencies, and any other interested parties about the grievance process(es).

II. FORMAL GRIEVANCE VS. SERVICE COMPLAINTS

As you develop your Grievance process(es), it is very important that we define and delineate the differences between what a formal grievance is, pursuant to Chapter 427 F.S. and Rule 41-2 F.A.C., and what daily service complaints are. Daily service complaints are routine in nature, occur once or several times in the course of a days' service, and are usually resolved immediately within the control center of the Community Transportation Coordinator. However, if left or unresolved, a routine service complaint can mushroom into a formal grievance. Further discussion of the differences between a Formal Grievance and a Service Complaint follows:

A. SERVICE COMPLAINT

Service complaints are routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator or transportation operators, not local service standards established by the Community Transportation Coordinator and local Coordinating Board. If the Community Transportation Coordinator is also an operator, their statistics on service complaints should be

included. Local standards should be developed regarding the reporting and parameters of service complaints.

Example:

Service Complaints may include but are not limited to:
-Late trips (late pickup and or late dropoff)
-No-show by transportation operator
-No-show by client
-Client behavior
-Driver behavior
-Passenger discomfort
-Service denial (refused service to client without an explanation as to why, i.e. may not qualify, lack of TD funds, etc.)

B. FORMAL GRIEVANCE

A formal grievance is a written complaint to document any concerns or an unresolved service complaints regarding the operation or administration of TD services by the Transportation Operator, Community Transportation Coordinator, designated official planning agency (DOPA), or local Coordinating Board. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

Example:

Formal Grievances may include but are not limited to:
-Chronic or reoccurring or unresolved Service Complaints
(Refer to description of service complaints)
-Violations of specific laws governing the provision of TD services i.e. Chapter 427 F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law, ADA.
-Contract disputes (Agencies/Operators)
-Coordination disputes
-Bidding disputes
-Agency compliance
-Conflicts of interest
-Supplanting of funds
-Billing and /or accounting procedures

Again, these guidelines are to be used to focus on the minimum requirements in drafting and finalizing the formal grievances. This is a guide to assist in setting local standards for determining the process(es) to resolve formal grievances.

III. HEARING AND DETERMINING A GRIEVANCE

There is a distinct difference between "hearing" a grievance, and "hearing and determining" a grievance. There is no bar to a person or entity listening to or "hearing" a grievance. An entity may even investigate them, from a purely fact-finding perspective, as long as it does not, in the course of its investigation, impose requirements on third parties that are not supported by statute or contractual agreement.

However, when an entity makes a determination of the rights, duties, privileges, benefits, or legal relationships of a specified person or persons, it is exercising "adjudicative" or "determinative" powers. Deciding a grievance between two independent parties may fall within these parameters, depending on the nature of the grievance.

It should be noted that Chapter 427, F.S. grants no adjudicative powers to anyone. However, Rule 41-2,F.A.C. does provide for grievance processes at the local level:

1. LOCAL COORDINATING BOARD GRIEVANCE PROCESS

Rule 41-2.012(5)(f), F.A.C., provides for the local Coordinating Board to appoint a grievance committee to serve as a mediator to process and investigate complaints from agencies, users, potential users of the system and the Community Transportation Coordinator in the designated service area, and make recommendations to the local Coordinating Board (LCB) for improvement of service. Whereas the committee makes recommendations to the local Coordinating Board, and the local Coordinating Board is also an advisory body, neither entity has the authority to "hear and determine" a grievance. They only have the authority to "hear" and advise. It should be noted that even though the local Coordinating Board does not have determinative powers, the recognition of problems by the various members of the local Coordinating Board is a very useful mechanism to resolve many issues. In addition, it should be noted that since the local Coordinating Board is involved in the development and approval of the Transportation Disadvantaged Service Plan, and the annual evaluation of the Community Transportation Coordinator, there is considerable avenue for the local Coordinating Board to influence changes where needed.

This authority to hear and advise is the grievance procedure that is currently in place by all local Coordinating Boards and is a part of the Commission for the Transportation Disadvantaged planning grant deliverables. This procedure should not imply "determinative" powers, nor should the Commission for the Transportation Disadvantaged be included in the process as a final arbiter. However, the Commission for the Transportation Disadvantaged could be the recipient of a recommendation by the local Coordinating Board in matters pertaining to "the system" or matters within the contractual control of the Commission for the Transportation Disadvantaged. Further the Commission for the Transportation Disadvantaged may choose to listen to a grievance, with the

understanding that the Commission for the Transportation Disadvantaged is limited in its authority to rule on the grievance.

2. COMMUNITY TRANSPORTATION COORDINATOR GRIEVANCE PROCESS

The Transportation Disadvantaged Service Plan must be developed consistently with the Coordinated Transportation Contracting Instructions, incorporated by reference in Rule 41-2.002(27), F.A.C. Pursuant to these instructions, the Operations Element must contain at a minimum, the step-by-step process that the Community Transportation Coordinator uses to address "Service Complaints" and "Formal Grievances". The "Formal Grievance" part of this is intended to be the step-by-step process which allows for "hearing and determination" activities within the Community Transportation Coordinator's organization.

Therefore, it will provide steps by which a formal written grievance can be "heard" and a "determinative" action can be taken. The Community Transportation Coordinator's grievance procedure should ultimately end at its Board of Directors, Board of County Commissioners, Owner or whoever else is legally responsible for the actions of the Community Transportation Coordinator.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

IV. MINIMUM REQUIREMENTS FOR FORMAL GRIEVANCE PROCEDURES BY COMMUNITY TRANSPORTATION COODINATOR & LOCAL COORDINATING BOARD

The following paragraphs contain minimum requirements for the development of grievance procedures by the Community Transportation Coordinator and local Coordinating Board as authorized by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statutes and Rule 41-2, F.A.C.

Formal grievance processes by the LCB or Community Transportation Coordinator shall be open to addressing concerns by any person or agency including but not limited to: Purchasing agencies, Users, Potential users, Private-for-profit operators, Private-nonprofit operators, Community Transportation Coordinator's, designated official planning agencies, Elected officials, and drivers.

A. The minimum guidelines for the local Coordinating Board's formal grievance procedures are:

1. The local Coordinating Board's formal grievance procedures should state that all grievances filed must be written and contain the following:

-The Name and Address of the complainant;
-A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner; and
-An explanation by the complainant of the improvements needed to address the complaint.

2. All local Coordinating Board's must make a written copy of their grievance procedures available known to anyone, upon request.

3. Local Coordinating Board's grievance procedures should make known to whom and where grievances are to be sent.

4. The local Coordinating Board's grievance procedures must specify a maximum amount of days (not to exceed 60) that the local Coordinating Board has to respond to Grievant.

5. The local Coordinating Board will render a response in writing providing explanation or recommendations regarding the grievance.

6. The local Coordinating Board grievance subcommittee must review all grievances and report accordingly to the full local Coordinating Board.

7. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

8. If the local Coordinating Board receives a grievance pertaining to the operation of services under the Community Transportation Coordinator, that grievance should be passed on to the Community Transportation Coordinator for their response to be included in the local Coordinating Board's response.

B. The minimum guidelines for the Community Transportation Coordinator's formal grievance procedures regarding service and administrative complaints are:

1. The Community Transportation Coordinator's grievance procedures should state that all grievances filed must be written and contain the following:
-The name and address of the complainant;
-A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner;
-An explanation of the relief desired by the complainant.

2. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must make a

written copy of their grievance procedures and rider policies available to anyone, upon request.

3. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.

4. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date of receipt and the date by which a decision will be made.

5. The Community Transportation Coordinator will render a decision in writing, giving the complainant an explanation of the facts that lead to the Community Transportation Coordinator's decision and provide a method or ways to bring about a resolution.

6. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

7. The Board of Directors, Owners, or whoever is legally responsible must receive a copy of the grievance and response.

The desire to integrate the Community Transportation Coordinator and local Coordinating Board formal grievance process(es) is a local option. Any desire to involve the Commission for the Transportation Disadvantaged can be accomplished only after the local process is completed. The last step in every local process must be to refer the grievant to the Commission for the Transportation Disadvantaged Grievance Procedures. These procedures were established to address grievances that are brought to the Commission. To file a grievance with the Commission, the customer may begin the process by contacting the Commission through the TD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee Street, MS-49; Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd Upon request, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.

However, Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties

with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged ' may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

Medicaid complaints, appeals, and grievances will be addressed through the Medicaid Grievance System. All procedures must include a referral to Medicaid Fair Hearing, which are conducted through the Department of Children and Families.

Florida Commission for the



Transportation Disadvantaged

Grievance Procedures

Revised 05/26/2015

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
605 SUWANNEE STREET, MS-49
TALLAHASSEE, FL 32344

Florida Commission for the Transportation Disadvantaged

GRIEVANCE PROCEDURES

PURPOSE:

The intent of this procedure is to provide the Commission with guidelines to follow when grievances are presented to the Commission.

HISTORY/BACKGROUND:

The CTD program is centered on local involvement and control. All service complaints and grievances are encouraged to be addressed/resolved through local processes and appropriate channels. The Commission requires all local systems to have written procedures for addressing/resolving complaints and grievances. Complaints are defined by CTD as any documented customer concern involving timeliness, vehicle condition, quality of service, personnel behavior, and other operational policies. ***This does not pertain to issues concerning eligibility.*** Grievances are defined as unresolved complaints.

All issues which pertain to TD eligibility are referred to the local Appeals Process that is provided through the local Coordinating Board. Issues regarding ADA eligibility are referred to the appropriate Transit System and are not heard by the Commission. Individuals with ADA concerns may also be referred to the Americans with Disabilities Act toll-free information line, 800-514-0301 (voice), 800-514-0383 (TTY).

A complaint and grievance are required to have two processes which address how each will be addressed. Filing a complaint locally is always the first step. If the complaint is not resolved to the complaint's satisfaction, generally the next step in the local process would be to file a written grievance with the LCB. Once a grievance has been addressed by the LCB, then the Commission would consider hearing the grievance.

In some cases the local procedures will have a referral to the CTD's Ombudsman Program/TD Helpline as the last step in the complaint procedures. In these cases the Ombudsman Staff would attempt to assist the grievant; however, the grievance would not be heard by the CTD until the grievance had been addressed by the LCB.

It is due to this process, the Commission decided there needed to be procedures in place for addressing grievances that are brought to the Commission.

GRIEVANCE PROCEDURES

AUTHORITY:

Chapter 427.015(2), F.S. states "the recommendation or termination of any CTC shall be subject to approval by the CTD".

Chapter 427, F.S. does not expressly confer the power or authority for the CTD to hear and determine a grievance between two third parties. The CTD can listen to grievances and it can investigate them from a fact-finding perspective. It can not be the judge or arbiter of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within the system. Similarly, if the grievance showed that one of the parties with within the CTD contracts was acting so aberrantly as to not be in compliance with its contract, the CTD could exercise whatever contractual rights it has to correct the problem.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

SCOPE:

These procedures are required to be used by parties who wish to file a grievance with Commission related to transportation disadvantaged services provided in the State of Florida.

REFERENCES:

The Commission requires each local transportation system to have established local complaint and grievance procedures. Local grievance procedures are included in each local Transportation Disadvantaged Service Plan. A copy of the local grievance procedures may be obtained by requesting them from the CTC, Official Planning Agency, or Commission. A copy of the Commission's Grievance Procedures may be obtained by requesting them from the Florida Commission for Transportation Disadvantaged, 605 Suwannee Street, MS 49, Tallahassee, FL 32399-0450.

FORMS:

There is no form required at this time. The grievance must be in a written format and include all the background information and specifics regarding the grievance.



PROCEDURES:

1. All grievances submitted to the CTD must have first been submitted to and responded to by the local complaint and grievance processes.
2. All grievances must be submitted to the CTD in writing. The customer may begin this process by contacting the Commission through the CTD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee St., MS-49; Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. Upon request of the customer, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.

3. An acknowledgement of having received the grievance will be sent out immediately by the CTD. The official response to the grievance by the CTD will be in writing within 30 days. Depending upon the factors involving resolving the grievance this deadline could be extended with notice to the grievant by the CTD.

4. All grievances submitted to the CTD will be forwarded to the Ombudsman Staff who will research the grievance and notify the CTD Executive Director and Ombudsman Committee Chair who will make recommendations on how the CTD will proceed.

5. The grievant and local representatives will be notified the Committee will be discussing the grievance at a certain time and place. If they so choose, they may attend the Ombudsman Committee meeting where they will be provided an opportunity to present information. CTD's legal counsel may be requested to attend. The Committee may conduct meetings/reviews at the local level or by conference call for the convenience of the consumer, as needed. The CTC, LCB Members, and others who are involved in the local transportation system may be requested to participate.

6. The decisions rendered by the Ombudsman Committee concerning a grievance will be reported to the Commission at the next scheduled meeting.

7. The Ombudsman Committee Chair may choose to bring the grievance directly to the Commission.

8. As a result of the grievance, Special Reviews, Operational Studies, and Legal Reviews may be conducted by the CTD, or authorized agents, in effort to address or resolve issues.

9. The customer also has the right to file a formal grievance with the Office of Administrative Appeals or other venues.

Big Bend Transit, Inc.

P.O. Box 1721
Tallahassee, Florida 32302
904/574-6266

COMPLAINT/COMMENDATION FORM

Date Called In: _____ Time Called In: _____

Incident Called In By: _____ Telephone: _____

Date Of Incident: _____ Time Of Incident: _____

Does Complainant Wish To Be Notified Of Investigative Findings?
_____ Yes _____ No

Was Complainant Informed That There Is Also A Grievance Process Available?
_____ Yes _____ No

Did Complainant Request A Copy Of The Grievance Policy?
_____ Yes _____ No
If Yes, Address sent To: _____
_____

Nature Of Incident:

_____ Timeliness
_____ Vehicle Condition
_____ Vehicle Operation
_____ Other: _____
_____
_____

_____ Customer Service
_____ Poor Route Selection
_____ Trip Scheduling

Incident: _____

Incident Recorded By: _____

APPENDIX D

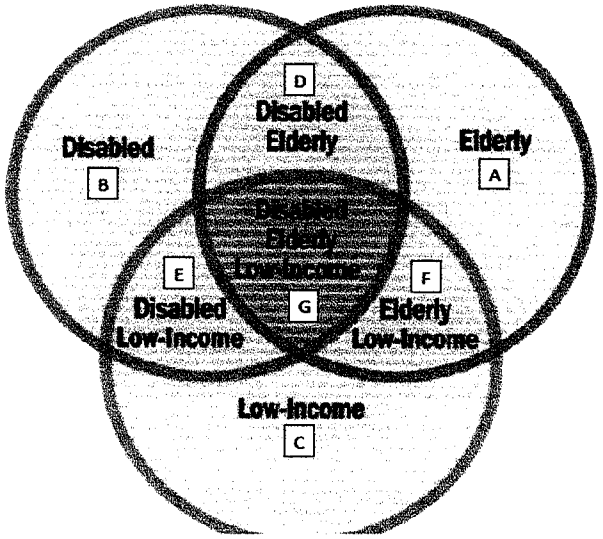
CALCULATION OF GENERAL TRANSPORTATION DISADVANTAGED POPULATION

Taylor County — **Census Data fron 2019**

County Pop. By Age	Total Pop by Age	% of Total Pop	Population Below Poverty Level by Age	% of Total Pop Below Poverty Level by Age	Total Population with a Disability by Age	% of Total Pop with a Disability by Age	Total Pop with Disability and Below Poverty Level by Age	% Total Pop with a Disability and Below Poverty Level by Age
< 5 Years of Age	1,154	5.3%	427	2.0%	0	0.0%	0	0.00%
5-17	3,572	16.3%	1,000	4.6%	224	1.0%	41	0.19%
18-34	4,050	18.5%	645	2.9%	356	1.6%	121	0.55%
35-64	8,374	38.3%	916	4.2%	1,804	8.2%	509	2.33%
Total Non Elderly	**17,150**	**78.4%**	**2,988**	**13.7%**	**2,384**	**10.9%**	**671**	**3.07%**
65-74	2,751	12.6%	144	0.7%	811	3.7%	88	0.40%
75+	1,967	9.0%	50	0.2%	984	4.5%	103	0.47%
Total Elderly	**4,718**	**21.6%**	**194**	**0.9%**	**1,795**	**8.2%**	**191**	**0.87%**
Total	**21,868**	**100%**	**3,182**	**14.6%**	**4,179**	**19.1%**	**862**	**3.94%**

Double Counts Calculations		
E - Estimate non-elderly/disabled/ low income	From Base Data (I11)	671
B - Estimate non-elderly/ disabled/not low income	Subtract I11 from G11	1,713
G - Estimate elderly/disabled/low income	From Base Data (I14)	191
D- Estimate elderly/ disabled/not low income	Subtract I14 from G14	1,604
F - Estimate elderly/non-disabled/low income	Subtract I14 from E14	3
A - Estimate elderly/non-disabled/not low income	Subtract sum of J17, J18 and J19 from C14	2,920
C - Estimate low income/not elderly/not disabled	Subtract I11 from E11	2,317
Total - Non-Duplicated		**9,419**

General TD Population		**% of Total**
Non-Duplicated General TD Population Estimate	**9,419**	43.1%



CALCULATION OF CRITICAL NEED TRANSPORTATION DISADVANTAGED POPULATION

Taylor County

Census Data from: 2019

County Pop. By Age	Total Population with a Disability by Age	% with a Severe Disability by Age	Total Population with a Severe Disability by Age	% of Total Pop with Severe Disability by Age	% of Severe Disability Below Poverty Level	Total Severe Disability Below Poverty Level
< 5 Years of Age	0	4.20%	-	-		
5-17	224	4.20%	9	0.26%		
18-34	356	6.30%	22	0.55%		
35-64	1,804	13.84%	250	2.98%		
Total Non Elderly	**2,384**		**282**	**1.64%**		
65-74	811	27.12%	220	8.00%	**28.60%**	**81**
75+	984	46.55%	458	23.29%		
Total Elderly	**1,795**		**678**	**14.37%**	**11.70%**	**79**
Total	**4,179**		**960**	**4.39%**		**160**

Critical Need - Severely Disabled TD Population			
	Not Low Income	***Low Income***	***Totals***
Non-Elderly	201	81	282
Elderly	599	79	678
TOTAL	**800**	**160**	**960**

TRIP RATES USED	
Low Income Non Disabled Trip Rate	
Total	**2.400**
Less	
Transit	**0.389**
School Bus	**0.063**
Special Transit	**0.049**
	1.899
Severely Disabled Trip Rate	
Special Transit	**0.049**

Low Income & Not Disabled = C + F

Assumes 27.2% **xx % without auto access** **2,320**

631

0.0% **xx % without transit access**

0

CALCULATION OF DAILY TRIPS FOR THE CRITICAL NEED TD POPULATION

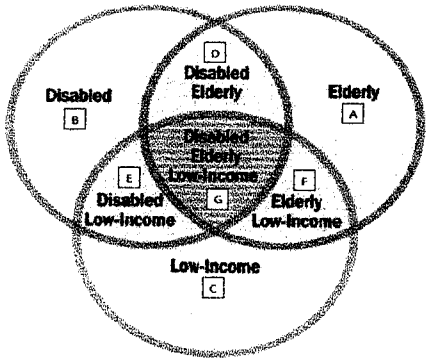
Calculation of Daily Trips

Total Actual Critical TD Population		Daily Trip Rates Per Person	Total Daily Trips
Severely Disabled	**960**	**0.049**	**47**
Low Income ND	**-**	**1.899**	**0**
Totals	**960**		**47**

FORECAST OF GENERAL AND CRITICAL NEED TRANSPORTATION DISADVANTAGED POPULATIONS

Taylor County

General TD Population Forecast	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Overlapping Circle Component											
E - Estimate non-elderly/disabled/ low income	671	673	675	678	680	682	684	686	689	691	693
B - Estimate non-elderly/ disabled/not low income	1,713	1,719	1,724	1,730	1,735	1,741	1,747	1,752	1,758	1,764	1,769
G - Estimate elderly/disabled/low income	191	192	192	193	193	194	195	195	196	197	197
D- Estimate elderly/ disabled/not low income	1,604	1,609	1,614	1,620	1,625	1,630	1,635	1,641	1,646	1,651	1,657
F - Estimate elderly/non-disabled/low income	3	3	3	3	3	3	3	3	3	3	3
A - Estimate elderly/non-disabled/not low income	2,920	2,929	2,939	2,949	2,958	2,968	2,977	2,987	2,997	3,006	3,016
C - Estimate low income/not elderly/not disabled	2,317	2,325	2,332	2,340	2,347	2,355	2,362	2,370	2,378	2,386	2,393
TOTAL GENERAL TD POPULATION	9,419	9,450	9,480	9,511	9,542	9,573	9,601	9,635	9,686	9,698	9,729
TOTAL POPULATION	21,068	21,939	22,010	22,082	22,153	22,225	22,297	22,370	22,442	22,515	22,588



Taylor County

Critical Need TD Population Forecast	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Total Critical TD Population											
Disabled	960	963	966	969	972	975	978	982	985	988	991
Low Income Not Disabled No Auto/Transit	0	0	0	0	0	0	0	0	0	0	0
Total Critical Need TD Population	***960***	***963***	***966***	***969***	***972***	***975***	***978***	***982***	***985***	***988***	***991***
Daily Trips - Critical Need TD Population											
Severely Disabled	47	47	47	47	48	48	48	48	48	48	49
Low Income - Not Disabled - No Access	0	0	0	0	0	0	0	0	0	0	0
Total Daily Trips Critical Need TD Population	**47**	**48**	**49**	**49**	**50**	**51**	**52**	**53**	**54**	**55**	**56**
Annual Trips	**14,575**	**14,821**	**15,072**	**15,326**	**15,585**	**15,861**	**16,142**	**16,428**	**16,718**	**17,014**	**17,282**

Assumes Annual Service Days = ***310***

Annual Population Growth (as a percent) ***0.32%***

APPENDIX E-1

VEHICLE# MAKE	SIZE SERIAL NUMBER	VEHICLE LOCATION	VEH GVW	PURCH DT	PURCH$	DEP/PD	VALUE	INSURE LIC
ODOMETR YEAR DEPARTMENT	FUEL REGISTRATION NUM	VEHICLE DRIVER	PLATE #	INSRVICE	RESELL	PERIODS		LICENS INS
0911 FORD A 80208	L 1FBNE31L39DA91485	TAYLOR	0000000	08/26/2009	0	0		0 06
54701 2009 0006	U		X8488D	08/26/2009	0	0		0 01
1202 FORD C 92349	M 1FDFE4FS4CDA78110	TAYLOR	0000000	07/27/2012	0	0		0 00
387760 2012 0006	U		X1177C----0131007/27/2012		0	0		0 00
1301 FORD C TDTF	M 1FDFE4FS3DDA85437	TAYLOR	0000000	06/13/2013	0	0		0 00
242094 2013 0006	U		X7480B----0133806/19/2013		0	0		0 00
1405 FORD C 92378	M 1FDFE4FS3EDB17241	TAYLOR	0000000	00/00/0000	0	0		0 00
322692 2014 0006	U		X4083C----0136008/22/2014		0	0		0 00
1504 FORD C 91255	M 1FDEE3FL4FDA37463	TAYLOR	0000000	00/00/0000	0	0		0 00
207800 2015 0006	U		X5513C	01/01/2016	0	0		0 00
1603 DODGE 91259	L 2C7WDGBG9GR195505	TAYLOR	0000000	00/00/0000	0	0		0 00
68837 2016 0006	U		X0383D	06/24/2016	0	0		0 01
1902 FORD C 20014	M 1FDFE4FS1KDC02171	TAYLOR	0000000	11/01/2018	0	0		0 00
90836 2019 0006	U		X8319D	11/26/2018	0	0		0 00
2009 FORD C	M 1FDFE4FN3MDC20443	TAYLOR	0000000	10/06/2020	0	0		0 00
1260 2021 0006	U		X6080E	00/00/0000	0	0		0 00

APPENDIX E-2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2020.

DATE: **January 26, 2021**

TRANSIT SYSTEM: **Big Bend Transit, Inc.**

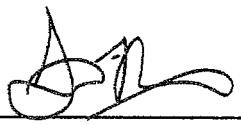
ADDRESS: **2201 Eisenhower street, Tallahassee, Florida**

In accordance with Florida Statue 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.

2. Compliance with adopted safety standards in the SSPP & SPP.

3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: 

Name: **Shawn Mitchell** Title: **General Manager**

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: **Big Bend Transit, Inc.**

Address: **2201 Eisenhower street, Tallahassee, Florida**

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

APPENDIX F

ACTUAL EXPENDITURE REPORT FORM
(One form for each county
Do not report funds from state agency sources)

COUNTY: Taylor County
DUE: September 15, 2021

Coordinated Transportation			
ACTUAL PRIOR YEAR			
Local Funding		Direct Federal Funding	
Expenditures	# of Trips, Operating Subsidy or Capital	Expenditures	# of Trips, Operating Subsidy or Capital
$68,780	10,324		

Transportation Alternatives			
ACTUAL PRIOR YEAR			
Local Funding		Direct Federal Funding	
Expenditures	# of Trips, Operating Subsidy or Capital	Expenditures	# of Trips, Operating Subsidy or Capital

Other			
ACTUAL PRIOR YEAR			
Local Funding		Direct Federal Funding	
Expenditures	# of Trips, Operating Subsidy or Capital	Expenditures	# of Trips, Operating Subsidy or Capital

APPENDIX G

Florida Commission for the Transportation Disadvantaged

CTC Organization

County: Taylor
Fiscal Year: 7/1/2020 - 6/30/2021

CTC Status: Complete
CTD Status: Complete

Date Initiated: 9/17/2021

CTC Organization Name:	Big Bend Transit, Inc.
Address:	Post Office Box 1721
City:	Tallahassee
State:	FL
Zip Code:	32302
Organization Type:	Private Non Profit
Network Type:	Sole Source
Operating Environment:	Rural
Transportation Operators:	No
Number of Transportation Operators:	0
Coordination Contractors:	No
Number of Coordination Contractors:	0
Provide Out of County Trips:	No
Local Coordinating Board (LCB) Chairperson:	Pam Feagle
CTC Contact:	Shawn Mitchell
CTC Contact Title:	General Manager
CTC Contact Email:	smitchell@bigbendtransit.org
Phone:	(850) 574-6266

CTC Certification

I, Shawn Mitchell, as the authorized Community Transportation Coordinator (CTC) Representative, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accordance with the accompanying instructions.

CTC Representative (signature): _____

LCB Certification

I, Edward Cullaro, as the Local Coordinating Board Vice-Chairperson, hereby, certify in accordance with Rule 41-2.007(6), F.A.C. that the Local Coordinating Board has reviewed this report and the Planning Agency has received a copy.

LCB Chairperson (signature): _____

Florida Commission for the Transportation Disadvantaged

CTC Trips

County: Taylor **CTC Status:** Submitted **CTC Organization:** Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021 **CTD Status:** Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Service Type - One Way						
Fixed Route/Fixed Schedule						
Daily Pass Trips	0	N/A	0	0	N/A	0
Weekly Pass Trips	0	N/A	0	0	N/A	0
Monthly Pass Trips	0	N/A	0	0	N/A	0
Deviated Fixed Route Service	3,007	N/A	3,007	4,562	N/A	4,562
Complementary ADA Service	0	N/A	0	0	N/A	0
Paratransit						
Ambulatory	6,446	0	6,446	7,210	0	7,210
Non-Ambulatory	1,265	0	1,265	1,770	0	1,770
Stretcher	0	0	0	0	0	0
Transportation Network Companies	0	N/A	0	0	N/A	0
Taxi	0	N/A	0	0	N/A	0
School Board (School Bus)	0	N/A	0	0	N/A	0
Volunteers	0	N/A	0	0	N/A	0
Total - Service Type	**10,718**	**0**	**10,718**	**13,542**	**0**	**13,542**
Contracted Transportation Operator						
How many of the total trips were provided by Contracted Transportation Operators? (If the CTC provides transportation services, do not include the CTC	0	N/A	0	0	N/A	0
Total - Contracted Transportation Operator Trips	**0**	**0**	**0**	**0**	**0**	**0**
Revenue Source - One Way						
Agency for Health Care Administration (AHCA)	394	0	394	1,505	0	1,505
Agency for Persons with Disabilities (APD)	577	0	577	1,122	0	1,122
Comm for the Transportation Disadvantaged (CTD)	6,461	N/A	6,461	6,015	N/A	6,015
Dept of Economic Opportunity (DEO)	0	0	0	0	0	0
Dept of Children and Families (DCF)	0	0	0	0	0	0
Dept of Education (DOE)	0	0	0	0	0	0
Dept of Elder Affairs (DOEA)	0	0	0	0	0	0
Dept of Health (DOH)	4	0	4	0	0	0
Dept of Juvenile Justice (DJJ)	0	0	0	0	0	0
Dept of Transportation (DOT)	0	0	0	0	0	0
Local Government	3,013	0	3,013	4,589	0	4,589
Local Non-Government	269	0	269	311	0	311
Other Federal & State Programs	0	0	0	0	0	0
Total - Revenue Source	**10,718**	**0**	**10,718**	**13,542**	**0**	**13,542**

Florida Commission for the Transportation Disadvantaged

CTC Trips (cont'd)

County: Taylor **CTC Status:** Submitted **CTC Organization:** Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021 **CTD Status:** Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Passenger Type - One Way						
Older Adults	2,635	0	2,635	4,033	0	4,033
Children At Risk	105	0	105	133	0	133
Persons With Disabilities	2,823	0	2,823	2,822	0	2,822
Low Income	3,982	0	3,982	5,494	0	5,494
Other	1,173	0	1,173	1,060	0	1,060
Total - Passenger Type	10,718	0	10,718	13,542	0	13,542
Trip Purpose - One Way						
Medical	2,891	0	2,891	4,034	0	4,034
Employment	2,341	0	2,341	2,680	0	2,680
Education/Training/Daycare	2,008	0	2,008	4,071	0	4,071
Nutritional	1,551	0	1,551	1,671	0	1,671
Life-Sustaining/Other	1,927	0	1,927	1,086	0	1,086
Total - Trip Purpose	10,718	0	10,718	13,542	0	13,542
Unduplicated Passenger Head Count (UDPHC)						
UDPHC	457	0	457	705	0	705
Total - UDPHC	457	0	457	705	0	705
Unmet & No Shows						
Unmet Trip Requests	1	N/A	1	0	N/A	0
No Shows	85	N/A	85	201	N/A	201
Customer Feedback						
Complaints	0	N/A	0	0	N/A	0
Commendations	4	N/A	4	0	N/A	0

Florida Commission for the Transportation Disadvantaged

CTC Vehicles & Drivers

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Vehicle Miles						
Deviated Fixed Route Miles	35,969	N/A	35,969	36,193	N/A	36,193
Complementary ADA Service Miles	0	N/A	0	0	N/A	0
Paratransit Miles	125,302	0	125,302	191,827	0	191,827
Transportation Network Companies (TNC) Miles	0	N/A	0	0	N/A	0
Taxi Miles	0	N/A	0	0	N/A	0
School Board (School Bus) Miles	0	N/A	0	0	N/A	0
Volunteers Miles	0	N/A	0	0	N/A	0
Total - Vehicle Miles	161,271	0	161,271	228,020	0	228,020
Roadcalls & Accidents						
Roadcalls	1	0	1	2	0	2
Chargeable Accidents	0	0	0	0	0	0
Vehicle Inventory						
Total Number of Vehicles	10	0	10	7	0	7
Number of Wheelchair Accessible Vehicles	10	0	10	7	0	7
Drivers						
Number of Full Time & Part Time Drivers	5	0	5	6	0	6
Number of Volunteer Drivers	0	0	0	0	0	0

Florida Commission for the Transportation Disadvantaged

CTC Revenue Sources

County: Taylor
CTC Status: Submitted
CTC Organization: Big Bend Transit, Inc.
Fiscal Year: 07/01/2020 - 06/30/2021
CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Revenue Sources						
Agency for Health Care Administration (AHCA)	$ 36,086	$ 0	$ 36,086	$ 132,450	$ 0	$ 132,450
Agency for Persons with Disabilities (APD)	$ 5,510	$ 0	$ 5,510	$ 10,715	$ 0	$ 10,715
Dept of Economic Opportunity (DEO)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Dept of Children and Families (DCF)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Dept of Education (DOE)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Dept of Elder Affairs (DOEA)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Dept of Health (DOH)	$ 226	$ 0	$ 226	$ 0	$ 0	$ 0
Dept of Juvenile Justice (DJJ)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Commission for the Transportation Disadvantaged (CTD)						
Non-Sponsored Trip Program	$ 312,374	N/A	$ 312,374	$ 298,936	N/A	$ 298,936
Non-Sponsored Capital Equipment	$ 83,877	N/A	$ 83,877	$ 0	N/A	$ 0
Rural Capital Equipment	$ 0	N/A	$ 0	$ 0	N/A	$ 0
TD Other	$ 0	N/A	$ 0	$ 19,886	N/A	$ 19,886
Department of Transportation (DOT)						
49 USC 5307	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
49 USC 5310	$ 136,533	$ 0	$ 136,533	$ 0	$ 0	$ 0
49 USC 5311	$ 329,914	$ 0	$ 329,914	$ 254,026	$ 0	$ 254,026
49 USC 5311 (f)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Block Grant	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Service Development	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Commuter Assistance Program	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other DOT	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Local Government						
School Board (School Bus)	$ 0	N/A	$ 0	$ 0	N/A	$ 0
County Cash	$ 46,410	$ 0	$ 46,410	$ 47,040	$ 0	$ 47,040
County In-Kind	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
City Cash	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
City In-Kind	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other Cash	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other In-Kind	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Local Non-Government						
Farebox	$ 15,230	$ 0	$ 15,230	$ 15,813	$ 0	$ 15,813
Donations/Contributions	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
In-Kind Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other Non-Government	$ 1,404	$ 0	$ 1,404	$ 2,444	$ 0	$ 2,444
Other Federal & State Programs						
Other Federal Programs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other State Programs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Total - Revenue Sources	**$ 967,564**	**$ 0**	**$ 967,564**	**$ 781,310**	**$ 0**	**$ 781,310**

Florida Commission for the Transportation Disadvantaged

CTC Expense Sources

County: Taylor
CTC Status: Submitted
CTC Organization: Big Bend Transit, Inc.
Fiscal Year: 07/01/2020 - 06/30/2021
CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Expense Sources						
Labor	$ 284,855	$ 0	$ 284,855	$ 297,075	$ 0	$ 297,075
Fringe Benefits	$ 119,218	$ 0	$ 119,218	$ 123,586	$ 0	$ 123,586
Services	$ 40,188	$ 0	$ 40,188	$ 45,401	$ 0	$ 45,401
Materials & Supplies Consumed	$ 70,855	$ 0	$ 70,855	$ 75,735	$ 0	$ 75,735
Utilities	$ 9,191	$ 0	$ 9,191	$ 12,272	$ 0	$ 12,272
Casualty & Liability	$ 56,109	$ 0	$ 56,109	$ 57,345	$ 0	$ 57,345
Taxes	$ 278	$ 0	$ 278	$ 20	$ 0	$ 20
Miscellaneous	$ 11,055	$ 0	$ 11,055	$ 10,597	$ 0	$ 10,597
Interest	$ 1,455	$ 0	$ 1,455	$ 0	$ 0	$ 0
Leases & Rentals	$ 12,057	$ 0	$ 12,057	$ 14,828	$ 0	$ 14,828
Capital Purchases	$ 239,690	$ 0	$ 239,690	$ 0	$ 0	$ 0
Contributed Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Allocated Indirect Expenses	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Purchased Transportation Services						
Bus Pass	$ 0	N/A	$ 0	$ 0	N/A	$ 0
School Board (School Bus)	$ 0	N/A	$ 0	$ 0	N/A	$ 0
Transportation Network Companies (TNC)	$ 0	N/A	$ 0	$ 0	N/A	$ 0
Taxi	$ 0	N/A	$ 0	$ 0	N/A	$ 0
Contracted Operator	$ 0	N/A	$ 0	$ 0	N/A	$ 0
Total - Expense Sources	$ 844,951	$ 0	$ 844,951	$ 636,859	$ 0	$ 636,859

County: Taylor
CTC: Big Bend Transit, Inc.
Contact: Shawn Mitchell
Post Office Box 1721
Tallahassee, FL 32302
850-574-6266
Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	0
Unduplicated Head Count	457

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2019	2020	2021
Fixed Route (FR)	0	0	0
Deviated FR	5,752	4,562	3,007
Complementary ADA	0	0	0
Paratransit	11,096	8,980	7,711
TNC	0	0	0
Taxi	0	0	0
School Board (School Bus)	0	0	0
Volunteers	0	0	0
TOTAL TRIPS	**16,848**	**13,542**	**10,718**

Passenger Trips By Trip Purpose			
Medical	4,926	4,034	2,891
Employment	3,281	2,680	2,341
Ed/Train/DayCare	5,211	4,071	2,008
Nutritional	1,913	1,671	1,551
Life-Sustaining/Other	1,517	1,086	1,927
TOTAL TRIPS	**16,848**	**13,542**	**10,718**

Passenger Trips By Revenue Source			
CTD	6,735	6,015	6,461
AHCA	2,046	1,505	394
APD	1,712	1,122	577
DOEA	0	0	0
DOE	0	0	0
Other	6,355	4,900	3,286
TOTAL TRIPS	**16,848**	**13,542**	**10,718**

Trips by Provider Type			
CTC	16,848	13,542	10,718
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	**16,848**	**13,542**	**10,718**

Vehicle Data	2019	2020	2021
Vehicle Miles	193,576	228,020	161,271
Roadcalls	7	2	1
Accidents	0	0	0
Vehicles	8	7	10
Drivers	6	6	5

Financial and General Data			
Expenses	$698,544	$636,859	$844,951
Revenues	$636,684	$781,310	$967,564
Commendations	4	0	4
Complaints	0	0	0
Passenger No-Shows	308	201	85
Unmet Trip Requests	0	0	1

Performance Measures			
Accidents per 100,000 Miles	0	0	0
Miles between Roadcalls	27,654	114,010	161,271
Avg. Trips per Passenger	19.32	19.21	23.45
Cost per Trip	$41.46	$47.03	$78.83
Cost per Paratransit Trip	$41.46	$47.03	$78.83
Cost per Total Mile	$3.61	$2.79	$5.24
Cost per Paratransit Mile	$3.61	$2.79	$5.24

APPENDIX H

Worksheet for Multiple Service Rates

CTC: **Big Bend Transit** Version 1.4
County: **Taylor**

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION I: Services Provided

	Ambulatory	Wheelchair	Stretcher	Group
1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No
	Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

SECTION II: Contracted Services

	Ambulatory	Wheelchair	Stretcher	Group
1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?	( ) Yes (•) No	( ) Yes (•) No	(•) Yes ( ) No	( ) Yes (•) No
	Skip #2, 3 & 4 and Go to Section III for Ambulatory Service	Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service	Answer # 2 for Stretcher Service	Do Not Complete Section II for Group Service
2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?	( ) Yes (•) No	( ) Yes (•) No	( ) Yes (•) No	( ) Yes (•) No
				Do NOT Complete Section II for Group Service
3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service? How many of the total projected Passenger Miles relate to the contracted service? How many of the total projected passenger trips relate to the contracted service?	Leave Blank	Leave Blank	Leave Blank	
Effective Rate for Contracted Services: per Passenger Mile = per Passenger Trip =	Ambulatory	Wheelchair	Stretcher	Group
	Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service
4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above) = Rate per Passenger Mile for Balance =	Combination Trip and Mile Rate			
	Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Leave Blank and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

Worksheet for Multiple Service Rates

CTC: Big Bend Transi Version 1.4
County: Taylor

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION III: Escort Service

1. Do you want to charge all escorts a fee? ..... ○ Yes ◉ No — Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR ..... per passenger mile? ..... ◉ Pass. Trip ○ Pass. Mile — Leave Blank
3. If you answered Yes to # 1 and completed # 2, for how many of the projected Passenger Trips / Passenger Miles will a passenger be accompanied by an escort? — Leave Blank
4. How much will you charge each escort? ..... — Leave Blank

SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank) ..... — Do NOT Complete Section IV
..... And what is the projected total number of Group Vehicle Revenue Miles? — Loading Rate 0.00 to 1.00

SECTION V: Rate Calculations for Mulitple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically
   * Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above
   * Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

RATES FOR FY: 2021 - 2022

	Ambul	Wheel Chair	Stretcher	Group	
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =				Leave Blank 0	
Rate per Passenger Mile =	$0.00	$0.00	$0.00	$0.00 per passenger	$0.00 per group

Does Not = Total Projected Passenger Miles, with adjmt. for contracted services

	Ambul	Wheel Chair	Stretcher	Group	
Projected Passenger Trips (excluding totally contracted services addressed in Section II) = 8,531	7,337	1,194		Leave Blank	
Rate per Passenger Trip =	$43.11	$73.91	$0.00	$0.00 per passenger	$0.00 per group

2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services ..... Combination Trip and Mile Rate

	Ambul	Wheel Chair	Stretcher	Group	
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =				Leave Blank	$0.00
Rate per Passenger Mile for Balance =	$0.00	$0.00	$0.00	$0.00 per passenger	$0.00 per group

Rates If No Revenue Funds Were Identified As Subsidy Funds

	Ambul	Wheel Chair	Stretcher	Group	
Rate per Passenger Mile =	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0! per passenger	#DIV/0! per group
Rate per Passenger Trip =	$63.23	$108.39	$0.00	$0.00 per passenger	$0.00 per group

Worksheet for Multiple Service Rates

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

CTC: **Big Bend Transit** Version 1.4
County: **Taylor**

Comprehensive Budget Worksheet

Version 1.4

CTC: **Big Bend Transit, Inc.**
County: **Taylor**

*1 Complete applicable **GREEN** cells in columns 2, 3, 4, and 7*

	Prior Year's ACTUALS from July 1st of 2019 to June 30th of 2020	Current Year's APPROVED Budget, as amended from July 1st of 2020 to June 30th of 2021	Upcoming Year's PROPOSED Budget from July 1st of 2021 to June 30th of 2022	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± $50,000
1	2	3	4	5	6	7
REVENUES (CTC/Operators ONLY / Do **NOT** include coordination contractors!)						
Local Non-Govt						
Farebox	$ 15,613	$ 17,493	$ 19,365	10.8%	10.7%	Purchase for Service. Farbox and other used for match
Medicaid Co-Pay Received						
Donations/Contributions						
In-Kind, Contributed Services						
Other	$ 2,444	$ 2,500	$ 2,600	2.3%	4.0%	
Bus Pass Program Revenue						
Local Government						
District School Board						Purchase for Service. County Cash used for match
Compl ADA Service						
County Cash	$ 47,040	$ 47,040	$ 47,040	0.0%	0.0%	
County In-Kind, Contributed Services						
City Cash						
City In-Kind, Contributed Services						
Other Cash						
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						
CTD						
Non-Sponsored Trip Program	$ 298,936	$ 312,442	$ 263,633	4.5%	-15.6%	Per Allocation
Non-Sponsored Capital Equipment						
Rural Capital Equipment						
Other CTD (specify in explanation)	$ 19,886			-100.0%		
Bus Pass Program Revenue						
USDOT & FDOT						
49 USC 5307						Used as Subsity. Decreased 5311 funding for FY 18/19 due to timing of contract. Actual amount awarded for 18/19 is 75,350 more than the amount billed. The additional award amount was used to decrease the rate base adjustment in 2020-2021. As a result, this amount will be added to this years rate base adjustment.
49 USC 5310						
49 USC 5311 (Operating)	$ 254,026	$ 188,750	$ 188,750	-25.7%	0.0%	
49 USC 5311 (Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						
AHCA						
Medicaid	$ 132,450	$ 64,482	$ 129,535	-51.3%	100.9%	Purchase for Service
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						
DCF						
Alcoh, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						
DOH						
Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						
DOE (state)						
Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						
AWI						
WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						
DOEA						
Older Americans Act						
Community Care for Elderly						
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						
DCA						
Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						

Comprehensive Budget Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.
County: Taylor

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from July 1st of 2019 to June 30th of 2020	Current Year's APPROVED Budget, as amended from July 1st of 2020 to June 30th of 2021	Upcoming Year's PROPOSED Budget from July 1st of 2021 to June 30th of 2022	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± $50,000
	2	3	4	5	6	7
APD						
Office of Disability Determination	$ -	$ -	$ -			Purchase for Service
Developmental Services	$ 10,715	$ 5,000	$ 11,500	-53.3%	130.0%	
Other APD (specify in explanation)						
Bus Pass Program Revenue						
DJJ						
(specify in explanation)						
Bus Pass Program Revenue						
Other Fed or State						
xxx						
xxx						
xxx						
Bus Pass Program Revenue						
Other Revenues						
Interest Earnings						
xxxx						
xxxx						
Bus Pass Program Revenue						
Balancing Revenue to Prevent Deficit						
Actual or Planned Use of Cash Reserve						
Balancing Revenue is Short By =		None	None			
Total Revenues =	$781,310	$637,707	$662,423	-18.4%	3.9%	

EXPENDITURES (CTC/Operators ONLY / Do **NOT** include Coordination Contractors!)					
Operating Expenditures					
Labor	$ 297,075	$ 305,987	$ 320,765	3.0%	4.8%
Fringe Benefits	$ 123,586	$ 127,293	$ 131,092	3.0%	3.0%
Services	$ 45,401	$ 28,277	$ 29,369	-37.7%	3.9%
Materials and Supplies	$ 75,735	$ 78,007	$ 80,347	3.0%	3.0%
Utilities	$ 12,272	$ 12,640	$ 13,019	3.0%	3.0%
Casualty and Liability	$ 57,345	$ 59,065	$ 60,837	3.0%	3.0%
Taxes	$ 20	$ 250	$ 21	1150.0%	-91.6%
Purchased Transportation:					
Purchased Bus Pass Expenses					
School Bus Utilization Expenses					
Contracted Transportation Services					
Other					
Miscellaneous	$ 10,597	$ 10,915	$ 11,243	3.0%	3.0%
Operating Debt Service - Principal & Interest					
Leases and Rentals	$ 14,828	$ 15,273	$ 15,731	3.0%	3.0%
Contrib. to Capital Equip. Replacement Fund					
In-Kind, Contributed Services	$ -	$ -	$ -		
Allocated Indirect					
Capital Expenditures					
Equip. Purchases with Grant Funds	$ -				
Equip. Purchases with Local Revenue	$ -				
Equip. Purchases with Rate Generated Rev.					
Capital Debt Service - Principal & Interest					
ACTUAL YEAR GAIN					
Total Expenditures =	$636,859	$637,707	$662,423	0.1%	3.9%

See NOTES Below.

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

ACTUAL year GAIN (program revenue) MUST be reinvested as a trip or system subsidy. Adjustments must be identified and explained in a following year, or applied as a Rate Base Adjustment to proposed year's rates on the next sheet.

Budgeted Rate Base Worksheet

Version 1.4 | CTC: Big Bend Transit, Inc. | County: Taylor

1. *Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3*
2. *Complete applicable **GOLD** cells in column and 5*

1	Upcoming Year's BUDGETED Revenues from July 1st of 2021 to June 30th of 2022 2	What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues? 3	Budgeted Rate Subsidy Revenue EXcluded from the Rate Base 4	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment? 5		
REVENUES (CTC/Operators ONLY)						
Local Non-Govt						
Farebox	$ 19,365	$ 19,365	$ -			
Medicaid Co-Pay Received	$ -		$ -			
Donations/ Contributions	$ -		$ -			
In-Kind, Contributed Services	$ -	$ -	$ -			
Other	$ 2,600	$ 2,600	$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
Local Government						
District School Board	$ -	$ -	$ -			
Compl. ADA Services	$ -	$ -	$ -			
County Cash	$ 47,040	$ 47,040	$ -			
County In-Kind, Contributed Services	$ -	$ -	$ -			
City Cash	$ -		$ -			
City In-kind, Contributed Services	$ -	$ -	$ -			
Other Cash	$ -		$ -			
Other In-Kind, Contributed Services	$ -	$ -	$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
CTD					local match req.	
Non-Spons. Trip Program	$ 263,633	$ 263,633	$ -	$ -	$ 29,293	
Non-Spons. Capital Equipment	$ -	$ -	$ -	$ -	$ -	
Rural Capital Equipment	$ -	$ -	$ -	$ -	$ -	
Other TD	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
USDOT & FDOT						
49 USC 5307	$ -	$ -	$ -			
49 USC 5310	$ -	$ -	$ -	$ -	$ -	
49 USC 5311 (Operating)	$ 188,750		$ 188,750			
49 USC 5311(Capital)	$ -	$ -	$ -	$ -	$ -	
Block Grant	$ -	$ -	$ -			
Service Development	$ -	$ -	$ -			
Commuter Assistance	$ -	$ -	$ -			
Other DOT	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
AHCA						
Medicaid	$ 129,535	$ 129,535	$ -			
Other AHCA	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
DCF						
Alcoh, Drug & Mental Health	$ -	$ -	$ -			
Family Safety & Preservation	$ -	$ -	$ -			
Comm. Care Dis./Aging & Adult Serv.	$ -	$ -	$ -			
Other DCF	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
DOH						
Children Medical Services	$ -	$ -	$ -			
County Public Health	$ -	$ -	$ -			
Other DOH	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
DOE (state)						
Carl Perkins	$ -	$ -	$ -			
Div of Blind Services	$ -	$ -	$ -			
Vocational Rehabilitation	$ -	$ -	$ -			
Day Care Programs	$ -	$ -	$ -			
Other DOE	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
AWI						
WAGES/Workforce Board	$ -	$ -	$ -			
AWI	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
DOEA						
Older Americans Act	$ -	$ -	$ -			
Community Care for Elderly	$ -	$ -	$ -			
Other DOEA	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			
DCA						
Community Services	$ -	$ -	$ -			
Other DCA	$ -		$ -			
Bus Pass Program Revenue	$ -	$ -	$ -			

YELLOW cells
are NEVER Generated by Applying Authorized Rates

BLUE cells
Should be funds generated by rates in this spreadsheet

GREEN cells

MAY BE Revenue Generated by Applying Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be GENERATED through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and NOT Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the Purchase of Capital Equipment if a match amount is required by the Funding Source.

Budgeted Rate Base Worksheet

Version 1.4

CTC: **Big Bend Transit, Inc.**

County: **Taylor**

1. *Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3*
2. *Complete applicable **GOLD** cells in column and 5*

1	Upcoming Year's BUDGETED Revenues from July 1st of 2021 to June 30th of 2022 — 2	What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues? — 3	Budgeted Rate Subsidy Revenue EXcluded from the Rate Base — 4	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment? — 5
APD				
Office of Disability Determination	$ -	$ -	$ -	
Developmental Services	$ 11,500	$ 11,500	$ -	
Other APD	$ -		$ -	
Bus Pass Program Revenue	$ -	$ -	$ -	
DJJ				
DJJ	$ -		$ -	
Bus Pass Program Revenue	$ -	$ -	$ -	
Other Fed or State				
xxx	$ -		$ -	
xxx	$ -		$ -	
xxx	$ -		$ -	
Bus Pass Program Revenue	$ -	$ -	$ -	
Other Revenues				
Interest Earnings	$ -	$ -	$ -	
xxxx	$ -		$ -	
xxxx	$ -		$ -	
Bus Pass Program Revenue	$ -	$ -	$ -	
Balancing Revenue to Prevent Deficit				
Actual or Planned Use of Cash Reserve	$ -	$ -	$ -	
Total Revenues =	$ 662,423	$ 473,673	$ 188,750	$ -

EXPENDITURES (CTC/Operators ONLY)	
Operating Expenditures	
Labor	$ 320,785
Fringe Benefits	$ 131,092
Services	$ 29,368
Materials and Supplies	$ 80,347
Utilities	$ 13,019
Casualty and Liability	$ 60,837
Taxes	$ 21
Purchased Transportation:	
Purchased Bus Pass Expenses	$ -
School Bus Utilization Expenses	$ -
Contracted Transportation Services	$ -
Other	$ -
Miscellaneous	$ 11,243
Operating Debt Service - Principal & Interest	$ -
Leases and Rentals	$ 15,731
Contrib. to Capital Equip. Replacement Fund	$ -
In-Kind, Contributed Services	$ -
Allocated Indirect	$ -
Capital Expenditures	
Equip. Purchases with Grant Funds	$ -
Equip. Purchases with Local Revenue	$ -
Equip. Purchases with Rate Generated Rev.	$ -
Capital Debt Service - Principal & Interest	$ -
	$ -
Total Expenditures =	$ 662,423
minus EXCLUDED Subsidy Revenue =	$ 188,750
Budgeted Total Expenditures INCLUDED in Rate Base =	$ 473,673
Rate Base Adjustment[1] =	$ (69,101)
Adjusted Expenditures Included in Rate Base =	$ 404,572

$ 188,750

Amount of Budgeted Operating Rate Subsidy Revenue

$

[1] Rate Base Adjustment Cell

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit), or losses from the Actual period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

[1] The Difference between Expenses and Revenues for Fiscal Year: **2019 - 2020**

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"

Worksheet for Program-wide Rates

CTC: Big Bend Transit, Inc. Version 1.4
County: Taylor

*1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (**GREEN** cells) below*

Do NOT include trips or miles related to Coordination Contractors!
Do NOT include School Board trips or miles UNLESS...
INCLUDE all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!
Do NOT include trips or miles for services provided to the general public/private pay UNLESS...
Do NOT include escort activity as passenger trips or passenger miles unless charged the full rate for service!
Do NOT include fixed route bus program trips or passenger miles!

PROGRAM-WIDE RATES		
Total Projected Passenger Miles =	191,627	
Rate Per Passenger Mile =	$ 2.11	
Total Projected Passenger Trips =	8,531	
Rate Per Passenger Trip =	$ 47.42	

Fiscal Year
2021 - 2022

Avg. Passenger Trip Length = 22.5 Miles

Rates If No Revenue Funds Were Identified As Subsidy Funds

Rate Per Passenger Mile =	$ 3.09
Rate Per Passenger Trip =	$ 69.55

Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"

Vehicle Miles
The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

Vehicle Revenue Miles (VRM)
The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

Deadhead
Operator training, and
Vehicle maintenance testing, as well as
School bus and charter services.

Passenger Miles (PM)
The cumulative sum of the distances ridden by each passenger.

Worksheet for Multiple Service Rates

CTC: Big Bend Transit Version 1.4
County: Taylor

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION I: Services Provided

	Ambulatory	Wheelchair	Stretcher	Group
1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?	Yes / No	Yes / No	Yes / No	Yes / No
	Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

SECTION II: Contracted Services

	Ambulatory	Wheelchair	Stretcher	Group
1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?	Yes / No	Yes / No	Yes / No	Yes / No
	Skip #2, 3 & 4 and Go to Section III for Ambulatory Service	Skip #2, 3 & 4 and Go to Section III for Wheelchair Service	Answer #2-3 for Stretcher Service	Do Not Complete Section II for Group Service
2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?	Yes / No	Yes / No	Yes / No	Yes / No
				Do NOT Complete Section II for Group Service
3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?	Leave Blank	Leave Blank	Leave Blank	
How many of the total projected Passenger Miles relate to the contracted service?				
How many of the total projected passenger trips relate to the contracted service?				
Effective Rate for Contracted Services:	Ambulatory	Wheelchair	Stretcher	Group
per Passenger Mile =				
per Passenger Trip =				
	Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service
4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above) =	Combination Trip and Mile Rate			
Rate per Passenger Mile for Balance =				
	Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Leave Blank and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

Worksheet for Multiple Service Rates

CTC: Big Bend Transi Version 1.4
County: Taylor

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?..... ○ Yes ◉ No — Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR ..... per passenger mile?..... ◉ Pass. Trip ○ Pass. Mile — Leave Blank
3. If you answered Yes to # 1 and completed # 2, for how many of the projected Passenger Trips / Passenger Miles will a passenger be accompanied by an escort? — Leave Blank
4. How much will you charge each escort?..... — Leave Blank

SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank)..... — Do NOT Complete Section IV
..... And what is the projected total number of Group Vehicle Revenue Miles? — Loading Rate 0.00 to 1.00

SECTION V: Rate Calculations for Mulitple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically
   * Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above
   * Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

RATES FOR FY: 2021 - 2022

	Ambul	Wheel Chair	Stretcher	Group	
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =				Leave Blank 0	
Rate per Passenger Mile =	$0.00	$0.00	$0.00	$0.00 per passenger	$0.00 per group

Does Not = Total Projected Passenger Miles, with adjmt. for contracted services

	Ambul	Wheel Chair	Stretcher	Group	
Projected Passenger Trips (excluding totally contracted services addressed in Section II) = 8,531 =	7,337	1,194		Leave Blank	
Rate per Passenger Trip =	$43.11	$73.91	$0.00	$0.00 per passenger	$0.00 per group

2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,

Combination Trip and Mile Rate

	Ambul	Wheel Chair	Stretcher	Group	
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =				Leave Blank	$0.00
Rate per Passenger Mile for Balance =	$0.00	$0.00	$0.00	$0.00 per passenger	$0.00 per group

Rates If No Revenue Funds Were Identified As Subsidy Funds

	Ambul	Wheel Chair	Stretcher	Group	
Rate per Passenger Mile =	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0! per passenger	#DIV/0! per group
Rate per Passenger Trip =	$63.23	$108.39	$0.00	$0.00 per passenger	$0.00 per group

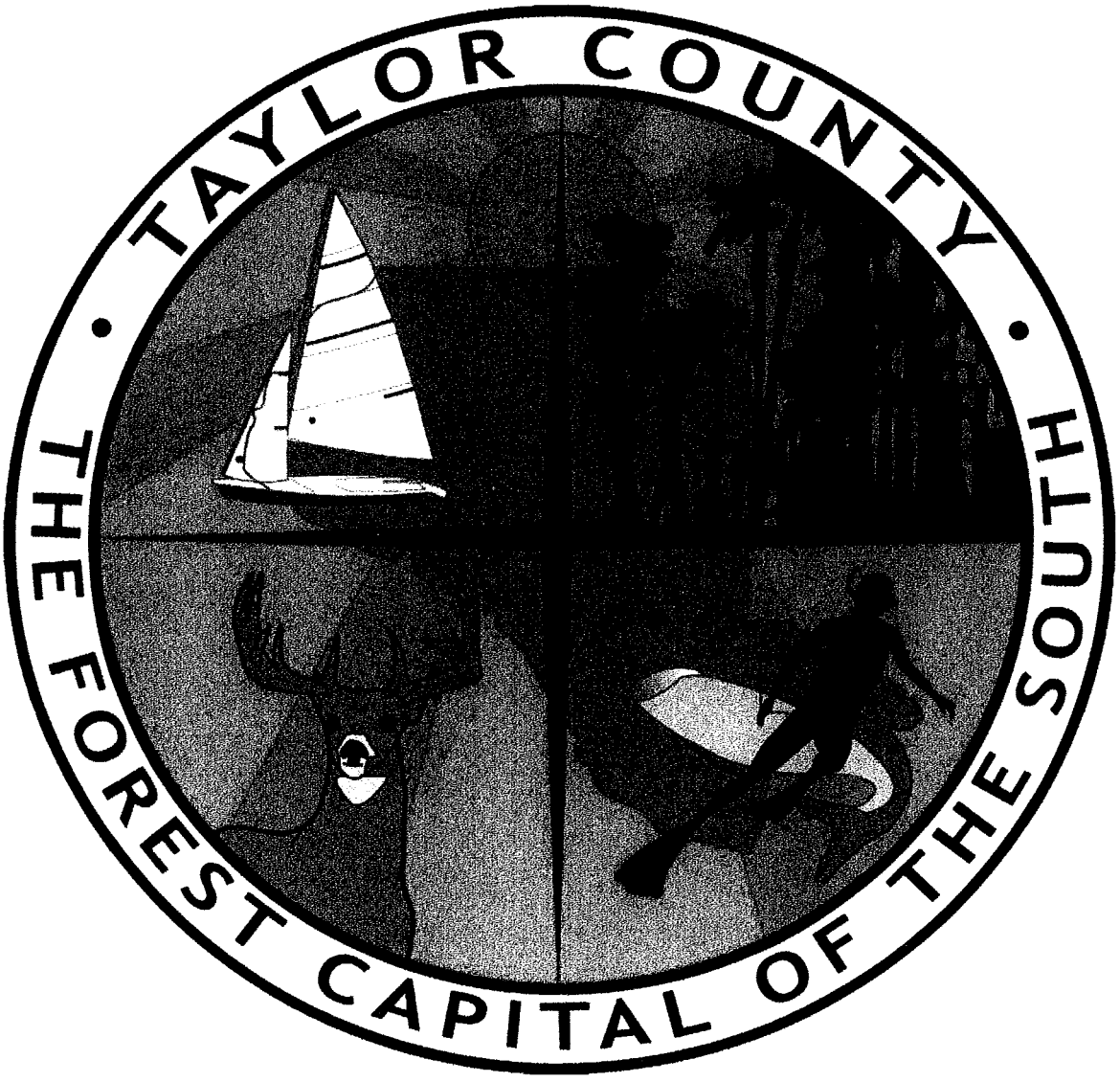
Worksheet for Multiple Service Rates

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

CTC: **Big Bend Trans** Version 1.4
County: **Taylor**

APPENDIX I

Taylor County
Transportation Disadvantaged
Local Coordinating Board
By-Laws 2021-2022



Updated August 17, 2021

Pam Feagle

Pam Feagle, Chairman
Local Coordinating Board of the Transportation Disadvantaged

OUR MISSION: To ensure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons.

Our Vision and Values: To provide the **best** possible transportation services to the transportation disadvantaged population, providing a viable program to assist in the improvement of the quality of life of our citizens.

SECTION 1: PREAMBLE

The following sets forth the by-laws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), LCB and Planning Agency Operating Guidelines (August 2017) and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged. The by-laws also adhere to the policies and procedures as set forth by the Taylor County Board of Commissioners for County appointed and approved Committees and Advisory Boards.

SECTION II: NAME AND PURPOSE OF BOARD

A. **Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB),** hereinafter referred to as the Board.
B. **Purpose.** The purpose of the Board is to identify local service needs, assist in planning for said needs, assist with the selection and annual review of a Community Transportation Coordinator (CTC), provide information, advice and direction to the CTC on the provision of services to the transportation disadvantaged and assist in the development of the local Transportation Disadvantaged Service Plan (TDSP).

SECTION III: MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, AND TERMINATION OF MEMBERSHIP

A. **Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approved by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. The County's Veterans Service Officer or a person recommended by the local Veterans Service Officer representing the Veteran's in the County.
6. A local representative for children at risk.

7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
9. A representative of the local medical community (local health department, long term care facilities, hospitals, assisted living facilities, kidney dialysis centers, etc.)
10. A person representing the disabled of the county.
11. A representative of the public education community which could include but not be limited to, a representative of the local School Board, school transportation services, or Head Start where the school district is responsible.
12. A person who is recognized by the Florida Association for Community Action representing the economically disadvantaged.
13. Two citizen advocate representatives with one who uses the transportation services as their primary means of transportation.
14. A representative of the Florida Agency for Health Care Administration.

B. **Alternate Members.** The designated agencies shall name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

C. **Technical Advisors - Non-voting Members.** Additional non-voting members may be appointed by the Board of County Commissioners or by majority vote of the LCB to provide technical advice as necessary.

D. **Terms of Appointment.** Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms. Members may be reappointed if requested by the agency or group the member is representing and if approved by the Board of Commissioners. Terms are staggered to prevent a significant turnover during a particular period.

E. **Termination of Membership.** Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. The County/Planning Agency shall maintain an attendance roster for each LCB meeting. This roster shall be submitted to the TD Commission with each quarterly report. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners and guidelines of the Florida Commission for the Transportation Disadvantaged.

SECTION IV: OFFICERS AND DUTIES

A. **Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.

B. **Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be the appointee of the Taylor County Board of Commissioners. The Chairperson will serve until their elected term of office expires or otherwise replaced by the Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.

C. **Vice-Chairperson**. The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. LCB members can serve more than one term as Vice-Chairperson, but not for consecutive terms. The annual organizational meeting is held at the 1st quarter meeting in (normally September) to elect a Vice-Chairperson for the upcoming new fiscal/grant reporting year. If there is a tie vote for the Vice-Chairperson at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

At the organizational meeting for FY 2017-2018 there was a tie vote for the Vice-Chairperson. The LCB members voted to have Co-Vice Chairpersons for the upcoming year. In the event the Chairperson is unable to attend a LCB meeting or represent the LCB and both Vice-Chairpersons are present, the acting Chairperson will be determined by a coin toss. To ensure this situation does not occur in upcoming years, if there is a tie vote at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

SECTION V: BOARD MEETINGS

A. **Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.

B. **Meeting Standards.** All meetings including committee meetings shall function under the "Government in the Sunshine Law". All meetings will provide an opportunity for public comment.

C. **Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.

D. **Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 5 of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote it taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

E. **Notice of Meetings.** Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the largest circulating newspaper in the designated area at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

A. **General.** The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in Chapter 427.0157 Florida Statutes and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). These responsibilities include providing sufficient staff to manage and oversee the operations of the local program, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Local Coordinating Board within the limit of resources available.

SECTION VII: BOARD DUTIES

A. **Board Duties.** The Local Coordinating Board member duties, with the assistance of the Planning Grant staff, shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Managers files.

2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
3. Annually review, make recommendations and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP. Ensure all appropriate parties are included in the process including the public, the planning agency and the CTC.
4. Annually evaluate the CTC's performance in general and relative to insurance, safety requirements and standards as referenced in Rule 41-2, 006, FAC, and results of standards in the most recent TDSP. The LCB shall set an annual percentage goal increase (or establish a percentage) for the number of trips provided within the system to be on public transit where such services are available. (There is currently no other public transit service in Taylor County). The LCB shall utilize the Commission's Quality Assurance Performance Evaluation Tool to evaluate the performance of the CTC. This evaluation Tool and Summary will be submitted to the Commission upon approval by the LCB.
5. In cooperation with the CTC, review and provide recommendations to the Commission and the Taylor County Board of Commissioners, on all applications for local government, state or federal funds relating to transportation of the transportation disadvantaged in the designated service area to ensure that any expenditures within the designated service area are provided in the most cost effective and efficient manner (427.0157(3), FS). The accomplishment of this requirement shall include the development and implementation of a process by which the Coordinating Board and CTC have an opportunity to become aware of any federal, state or local government funding requests and provide recommendations regarding the expenditure of such funds. Such funds may include expenditures for operating, capital or administrative needs. Such a process should include at least:

   A. The review of applications to ensure that they are consistent with the TDSP. This review shall consider:
      a. The need for the requested funds or services;
      b. Consistency with local government comprehensive plans;
      c. Coordination with local transit agencies, including the CTC;
      d. Consistency with the TDSP;
      e. Whether such funds are adequately budgeted amounts for the services expected; and,
      f. Whether such funds will be spent in a manner consistent with the requirements of coordinated transportation laws and regulations.

   B. Notify the Commission of any unresolved funding requests without delays in the application process.

6. When requested, assist the CTC in establishing eligibility guidelines and trip priorities.

7. Review coordination strategies for service provision to the transportation disadvantaged in the designated service area to seek innovative ways to improve cost effectiveness, efficient, safety, operating hours, and types of service in an effort to increase ridership to a broader population (427.0157(5) FS). Such strategies should include:

   A. Evaluation of multi county or regional transportation opportunities. Supporting inter- and intra-county agreements to improve coordination as a way to reduce costs for service delivery, maintenance, insurance, or other identified strategies; and

   B. Seeking the involvement of the private and public sector, volunteers, public transit, school districts, elected officials and others in any plan for improved service delivery.

8. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners and in compliance with the Transportation Disadvantaged Commission standards, shall be followed.
9. Annually review coordination contracts (if applicable) to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available (41-2.008(3) FAC).
10. Annually hold a minimum of one (1) public hearing/workshop. This must be a separate meeting from a quarterly LCB meeting and must have its own agenda and minutes, for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
11. All LCB members will be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest (41-2.012(5)(d) FAC).
12. Work cooperatively with regional workforce development boards established in Chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program (427.0157(7), FS).

SECTION VIII: COMMITTEES

A. Committees. Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

SECTION IX: COMMUNICATIONS WITH OTHER ENTITIES AND AGENCIES

A. General. The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

SECTION X: CERTIFICATIONS

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 17th day of August, 2021.

Thomas Demps, Chairman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the 9th day of September, 2021.

Pam Feagle, Chairman
Local Coordinating Board for the
Transportation Disadvantaged.

APPENDIX J

Contract # TD-2138

Effective: 7/1/2021 to 6/30/2026

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and Big Bend Transit, Inc., Post Office Box 1721, Tallahassee, Florida, 32302, the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of Taylor county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.

B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.

C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.

D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.

2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.

3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.

4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.

5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.

3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.

4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.

G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.

H. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $200,000 for any one person and $300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of $I million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

K. Protect Civil Rights by:

1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.

N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.

O. Comply with the following requirements concerning drivers and vehicles:

1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.

3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.

4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.

2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.

3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

4. Provide shelter, security, and safety of passengers at vehicle transfer points.

5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.

6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.

9. Maintain or have access to a passenger/trip database on each rider being transported within the system.

10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.

B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.

D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.

E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450.** The representative/position of the Coordinator responsible for administration of the program under this Agreement is:
Shawn Mitchell, General Manager, Big Bend Transit
P.O. Box 1721, Tallahassee, Florida, 32302

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on 5/20/2021.

Shawn R. Wathen
Coordinating Board Vice-Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION COORDINATOR:

Big Bend Transit, Inc.
Agency Name

Shawn Mitchell
Printed Name of Authorized Individual

Signature:

Title: General Manager

STATE OF FLORIDA, COMMISSION FOR THE TRANSPORTATION DISADVANTAGED:

David Darm
Printed Name of Authorized Individual

Signature:

Title: Executive Director

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

Upon motion of Commissioner Feagle with second by Commissioner English and a vote of 5-0 the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

A RESOLUTION OF THE TAYLOR COUNTY BOARD OF COMMISSIONERS, HEREINAFTER BOARD. HEREBY APPROVES THE SELECTION OF BIG BEND TRANSIT, INC. AS THE COMMUNITY TRANSPORTATION COORDINATOR FOR TAYLOR COUNTY WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED.

WHEREAS, THIS BOARD IS THE DESIGNATED OFFICIAL PLANNING AGENCY AND HAS THE AUTHORITY TO RECOMMEND THE SELECTION OF THE COMMUNITY TRANSPORTATION COORDINATOR FOR APPROVAL BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED. THE BOARD HAS FOLLOWED ALL PROCEDURES FOR SELECTION AS PER THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GUIDELINES AND CHAPTER 427 FLORIDA STATUTES AND RULE 41-2, FAC.

THEREFORE BE IT RESOLVED:

1. THE BOARD RECOMMENDS THE DESIGNATION OF BIG BEND TRANSIT, INC. AS THE COMMUNITY TRANSPORTATION COORDINATOR.

2. THE BOARD AUTHORIZES THOMAS DEMPS TO FILE AND EXCUTE ANY CONTRACTS OR DOCUMENTS ASSOCIATED WITH THE SELECTION OF THE COMMUNITY TRANSPORTATION COORDINATOR ON BEHALF OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED.

DONE AND ORDERED IN REGULAR SESSION AT PERRY, FLORIDA THIS 25th DAY OF May 2011, A.D.

Board of County Commissioners
Taylor County, Florida

Attest: _____ *By:* _____
Gary Knowles, Clerk *Thomas Demps, Chairman*

BIG BEND TRANSIT

Taylor County 2021-2026

FIVE-YEAR TRANSPORTATION DISADVANTAGED IMPROVEMENT PLAN

	PROJECT	IMPROVEMENT	ESTIMATED COST	ESTIMATED REVENUE SOURCE
1	Purchase replacement and/or expansion paratransit vehicle to provide. Transportation for the elderly and disabled.	23' cutaway buses with lift equipment 21' cutaway buses with lift equipment 5-passenger minivans	$750,000	U.S.C. Sec. 5310, FDOT, CTC
2	Provide paratransit transportation service to the elderly, handicapped and disadvantaged citizens residing in the county.	Operational Assistance	$750,000	U.S.C. Sec. 5311, Non-Government
3	Purchase miscellaneous equipment for operations and/or maintenance	Miscellaneous Equipment	$85,000	U.S.C. Sec. 5339, FDOT, CTC

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve Lighting Service Agreement with Duke Energy for a security light at the Taylor County Sports Complex as part of the Florida Recreation Development Assistance Program (FRDAP) Grant Phase 6.**
MEETING DATE REQUESTED:	**January 3, 2022**

Statement of Issue: Requesting Board approval of Lighting Service Agreement with Duke Energy for a security light at the Taylor County Sports Complex as part of the FRDAP Grant Phase 6.

Recommended Action: Approve Lighting Service Agreement.

Fiscal Impact: The County will be required to enter into a 10 Year (120 months) agreement with Duke Energy at a cost of $24.16 per month. There is no installation or equipment cost required as the security light will be placed on a pole with an existing transformer.

Budgeted Expense: Not at this time but the Sports Complex budget should be sufficient to cover the additional utility expense.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A security light is one of the supporting elements required to be completed at the Sports Complex as part of the FRDAP Grant Phase 6. Duke Energy will provide and install the security light with no equipment or installation cost to the County as long as the light is placed on a pole with an existing transformer. The County will be required to enter into a 10 year (120 months) agreement with Duke Energy for a cost of $24.16 per month. This security light will be placed directly over the maintenance building located by the baseball fields in an attempt to thwart vandalism and theft of equipment.

Attachments: FL01 Lighting Service Agreement

DocuSign Envelope ID: A842A113-3262-405A-9957-FC7634889ABF

DUKE ENERGY®

Agreement # DEFFL43403839-001

FL01 LIGHTING SERVICE AGREEMENT

Account Information:
TAYLOR COUNTY BD OF CO COMM
ATTN: ACCOUNTS PAYABLE
PO BOX 620

Project Information:
1685 US HIGHWAY 19 N
PERRY Florida 32347-1126

Account Number:
9100 8794 0474

Work Order Number:
43403839

Customer Contact Information:
TAYLOR COUNTY BD OF CO COMM
JEVANS@TAYLORCOUNTYGOV.COM
..

Duke Energy Representative Contact Info:

This Lighting Service Agreement is hereby entered into this 16th day of December, 2021, between Duke Energy (hereinafter called the "Company") and TAYLOR COUNTY BD OF CO COMM (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule FL01 and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (PUBLIC SERVICE COMMISSION OF FLORIDA) and as may be amended and subsequently filed with the PUBLIC SERVICE COMMISSION OF FLORIDA.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC SERVICE COMMISSION OF FLORIDA.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 3 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____ Date Signed _____

Duke Energy Representative _____ Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DocuSign Envelope ID: A842A113-3262-405A-9957-FC7634889ABF

DUKE ENERGY®

Agreement # DEFFL43403839-001

Summary of Estimated Charges				
Minimum Service Term	**Initial Monthly Cost**	**Total One Time Charges**	**Total Cost for Initial term**	**Ongoing Monthly Charge post Term**
10 Years (120) Months	24.16	0.00	2899.20	24.16

Monthly Base Charges							
Service Required	**Quantity**	**Product Description Fixtures and Poles**	**Equipment Rental****	**Maintenance**	**Energy**	**Unit Total**	**Sub-Total**
I	001	Light Fixture Flood LED 260W Bronze Multivoltage up to	16.86	1.39	5.91	24.16	24.16
		Rental, Maintenance, F&E Totals:	$16.86	$1.39	$5.91		
		Estimated Charge to Base Monthly Charge Total:					$24.16

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

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DUKE ENERGY®

Outdoor lighting Terms and Conditions

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge Plus the Cost Recovery Factors listed in Rate Schedule BA-1, Billing Adjustments**, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.

2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.

3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

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5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

8.The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

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15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve the Grant Agreement between the State of Florida Department of Financial Services and Taylor County Board Of County Commissioners for the construction of a new fire station as per the State of Florida approved 2020-2021 legislative funding request.**
MEETING DATE REQUESTED:	**January 4, 2022.**

Statement of Issue: Board to approve Grant Agreement in the amount of $580,000 to construct a new fire station.

Recommended Action: Board to approve Grant Agreement.

Fiscal Impact: The County has been awarded funding in the amount of $580,000 for the construction of a new fire station. The County's match will be "in kind" by providing grant administration and engineering services. The County is also required to provide the land for the project.

Budgeted Expense: Yes, the project is included in the 2021-2022 budget.

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County submitted a Legislative Budget Request in January 2020 requesting funding assistance in the amount of $580,000 for the construction of a new fire station on Woods Creek Road. The County was awarded the funding and will be working closely with the State of Florida Department of Financial Services and Division of the State Fire Marshall Office. The Grant Agreement will have the same procurement and reporting requirements as with all state grant contracts. The Intent To Fund for the project was approved by the Board on December 7, 2020. There is currently a budget shortfall of $700,000 for the project and the County has submitted budget appropriation requests to the House and the Senate requesting funding assistance

FY 2022-2023 to move forward with the construction of the fire station.

Attachments: **Grant Agreement Between State of Florida Department of Financial Services and Taylor County Board of County Commissioners.**

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

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

A. Tasks and Performance Requirements:

In accordance with line 2424A of the General Appropriations Act for the 2020-2021 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to construct a fire station, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the "SOW").

B. Incorporation of Laws, Rules, Regulations, and Policies:

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

C. Performance Period:

The performance period for this Agreement begins on July 1, 2020, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement (Performance Period). No renewals or extensions of the Agreement are permitted.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.

E. Agreement Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed $580,000, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced in Section A, above, is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein.
2. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State of Florida Reference Guide for State Expenditures, which can be obtained at: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the SOW and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.

8. Advance Payments. If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
9. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State of Florida:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section V., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
   a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
   b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

   For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.
3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf.
7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

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

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
   a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
   b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

   All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.
2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform

the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:

a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department, unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.).

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $5,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all

nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see SOW).
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement must be vested in the Department and said property shall be transferred to the Department upon completion or termination of the Agreement unless otherwise authorized in writing by the Department.

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

O. Insurance:

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the

effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.

6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/.

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

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

a. Attachment 1, Scope of Work;
b. Pages 1 through 14 of this Agreement;
c. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
d. Attachment 3, Index of Applicable Laws and Regulations;
e. Addendum A, Public Records Requirements (all references in this addendum to "Contractor" shall be read to say "Grantee," and all references to "Contract" shall be read to say "Agreement");
f. Appendix 1, Grantee's Invoices for Pre-Construction work; and
g. Appendix 2, Grantee's contract with its contractor for Construction work.

T. Time is of the Essence:

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

U. Termination:

1. Termination Due to the Lack of Funds.
   If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
2. Termination for Cause.
   The Department may terminate the Agreement if the Grantee fails to:

   a. satisfactorily complete the deliverables within the time specified in the Agreement;
   b. maintain adequate progress, thus endangering performance of the Agreement;
   c. honor any term of the Agreement; or
   d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

a. this Agreement; or
b. applicable program laws, rules, and regulations governing the use of funds under this Agreement.

3. Termination for Convenience.
The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
4. Grantee's Responsibilities upon Termination.
If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
   a. Stop work under this Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work that has not been terminated by the Department, if any.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
   d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

W. Indemnification:

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

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

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:

   a. written notice of any action or threatened action;
   b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense; and
   c. assistance in defending the action at the Grantee's sole expense.

   The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

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

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement. In the case of any delay the Grantee believes is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably

foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Mandatory Disclosure Requirements:

1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly

related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

AA. Severability:

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

BB. Survival:

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

CC. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

DD. Contact Information for Grantee and Department Contacts:

Grantee's Payee:

Taylor County Board of County Commissioners
201 E. Green Street
Perry, FL 32347
(850) 838-8506
Dwelch@TaylorClerk.com

Grantee's Agreement Manager:

Melody Cox
201 E. Green Street
Perry, FL 32347
(850) 843-0029
Melody.Cox@TaylorCountygov.com

Department's Agreement Manager:

Melissa Dembicer
200 E. Gaines Street
Tallahassee, FL 32399-0340
(850) 413-3606
Fax: (850) 922-1235
Melissa.Dembicer@myfloridacfo.com

In the event that any of the information provided in this Section changes after the execution of this Agreement, the Party making such change shall provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. on the date actually received or the date of the certification of receipt.

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

Grantee: Taylor County Board of County Commissioners

By:_____

Name:_____

Title:_____

Date:_____

Department of Financial Services:

By:_____

Name:_____

Title:_____

Date:_____

Attachment 1
SCOPE OF WORK (SOW)

1. **Project Description.** Line 2424A of the General Appropriations Act for the 2020-2021 State fiscal year provides for the appropriation of $580,000 to the Grantee for the construction of a fire station to serve the needs of the local community.

   Funding under this Agreement will be used to construct a fire station at 2762 Pisgah Road, Perry, Florida 32347. The fire station construction will include hurricane-resistant steel, three (3) apparatus bays, a kitchen/dining room, a day room, two (2) restrooms with showers, a bunk room, office space, and an indoor storage room for supplies There will be a parking area sized to fulfill parking requirements for the building. The total project construction costs are estimated at $580,000. The Grantee will provide the land, as well as engineering and project management services totaling $24,000 as in-kind services.

2. **Grantee Responsibilities.** The Grantee shall:

   a. Complete all pre-construction elements for the construction, which include, but are not limited to, design development, design plans, engineering plans, and construction site mobilization.
   b. Submit to the Department, prior to beginning construction of the fire station, copies of:
      i. all ownership documents;
      ii. all construction plans and designs;
      iii. all required permits;
      iv. notice of commencement of construction;
      v. all contracts and subcontracts in furtherance of this Agreement; and
      vi. written evidence that all construction services were competitively procured to the extent required by law.
   c. Complete construction of the fire station in accordance with: the design and construction plans submitted to the Department; the requirements set forth in this Agreement; and any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
   d. Provide a completed budget to the Department's Division of State Fire Marshal (Division) that accounts for all funding for the construction.
   e. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.
   f. Prior to executing the contract for construction, allow the Department to review the contract documents and, if the Department believes that the contract does not comply with the law or protect the Department's interest in ensuring completion of the demolition and construction, the Grantee shall edit the contract to address these concerns. If a competitive solicitation is required, the Grantee shall submit the proposed contract that will be issued as a part of the solicitation documents to the Department before issuance of the solicitation.

3. **Department's Responsibilities.**

   a. Review the Grantee's reports, invoices, and other records and reconcile them to supporting records.
   b. Monitor the Grantee's progress as it deems necessary, which may include site visits, to verify that the deliverables are being performed in accordance with this Agreement.
   c. Process payments to the Grantee for costs that are allowable, reasonable, and necessary.

4. Deliverables.

The Grantee shall complete the following deliverables:

Deliverable No. 1 – Pre-Construction Tasks for the Fire Station.		
Tasks	**Documentation**	**Financial Consequences**
Complete all work to plan the construction of the fire station in accordance with the submitted invoices, which is attached as Appendix 1.	1) Invoice in accordance with Section 6, below. 2) The Grantee shall submit: a. Any pre-construction tasks with associated invoices. b. Cleared checks, electronic funds transfers, or bank statements showing that payment based on the submitted invoices.	Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount.
		COST - AMOUNT NOT TO EXCEED $20,000

Deliverable No. 2 – Tasks to Construct the Fire Station.		
Tasks	**Documentation**	**Financial Consequences**
Complete all work to construct the fire station in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 2. [Note: The contract for this work will not be finalized until after completion of Deliverable No. 1, and therefore it is not currently attached. Once the contract is entered, this Agreement will be amended to attach the contract as Appendix 2 and to delete this sentence.]	1) Invoice in accordance with Section 6, below. 2) The Grantee shall submit copies of: a. any construction phase inspection reports; b. any documents demonstrating satisfactory performance in completion of the tasks listed in the contract which is attached as Appendix 2; c. proof of release of any liens that are associated with the work for which payment is requested; documentation to support performance by and payments made by contractor to	Failure to pass each required construction phase inspection will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection. The Department will not reimburse the Grantee the amount of fees assessed for any re-inspection.

	subcontractors and suppliers for satisfaction of contractor's obligations under its contract with the Grantee; and d. cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor.	
		COST - AMOUNT NOT TO EXCEED $560,000
		TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED $580,000

5. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department's Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Agreement Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

6. Invoice Submittal and Payment Schedule.

The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period of time. After receipt of the invoice, and in accordance with the payment provisions established in Section E of the Agreement, the Department shall disburse the amount of funds approved by the Department.

The Grantee shall submit the following documents with the itemized invoice:

a. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
   i. are specifically for the project represented to the State in the budget appropriation;
   ii. are for one or more of the construction components listed in the deliverable in Section 4, Deliverable;
   iii. have been paid; and
   iv. were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.
b. All documentation (specified in Section 4, Deliverable) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

7. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice, and, as stated above in Section 4, Deliverables, if re-inspection is invoiced, the Department will reduce the invoice by that amount.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. Disposition of Property.

a. Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement; however, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:

   i. will impact or has impacted, in any way, the Grantee's ownership of such property; or

   ii. will modify or has modified the use of such property from the purposes authorized herein.

   Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement.

9. Failure to Complete Project Timely.

Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. The Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement if: 1) the Grantee fails to obtain the required construction permit(s) within three (3) years after the documentation listed in section 2.d. for Deliverable No. 1 has been created; or 2) the construction permit expires before the certificate of occupancy has been issued.

- End of Attachment 1 (Scope of Work) -

APPENDIX 1

Grantee's Invoices for Pre-Construction work

PURCHASE ORDER NO 20220291

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO BOX 620
PERRY, FL 32348

PAGE NO. 1

Submit original invoice to the above address

VENDOR
6202
DELTA PROFESSIONAL LAND SVCS., LLC
4510 MAY POP ROAD
GREENVILLE FL 32331

SHIP TO
TAYLOR COUNTY FIRE DEPARTMENT
501 INDUSTRIAL PARK DRIVE

PERRY, FL. 32347
ATTN:
purchasing@taylorcountygov.com

ORDER DATE: 11/29/21	BUYER: DAN CASSEL	REQ. NO.: R2200361	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: STATION 2 SURVEY	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	4.50		LABOR - BOUNDARY AND EASMENT SURVEY	[illegible]	900.00
02	2.00		OFFICE - SR DRAFTING	[illegible]	210.00

Recd 11/29/21
D. C.

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	0192	54610	900.00	
02	0192	54610	210.00	

PAGE TOTAL	$	1,110.00
TOTAL	$	1,110.00

LaWanda Pemberton
COUNTY ADMINISTRATOR

APPROVED BY Sarah Weirick
DIRECTOR OF PURCHASING

Delta Professional Land Services, LLC
4510 May Pop Rd
Greenville, FL 32331
(850)584-2849
ldrdelta@fairpoint.net

INVOICE

BILL TO
TAYLOR COUNTY

INVOICE # 3993
DATE 11/29/2021
DUE DATE 11/29/2021
TERMS Due on receipt

JOB NUMBER:
21-319-45

PURCHASE ORDER
20220291

DESCRIPTION	QTY	RATE	AMOUNT
3 MAN CREW WITH GPS FIELD CREW 11-18-2021 2.5 HRS, 11-19-2021 2 HRS	4.50	200.00	900.00
SR Drafting Office Drafting	2	105.00	210.00

THANKS FOR USING DELTA
LIEN NOTICE:
If not paid by due date, a finance charge of 1 % will be charged after 30 days. Unless other arrangements for payment has not been made a LIEN will be filed.

BALANCE DUE **$1,110.00**

APPENDIX 2

Grantee's contract with its contractor for Construction work

ATTACHMENT 2

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

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

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

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

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): Melissa.Dembicer@myfloridacfo.com

      or

      Paper (hard copy):
      Melissa Dembicer
      Department of Financial Services
      200 East Gaines Street
      Tallahassee, Florida 32399-0340

   b. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

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

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

EXHIBIT 1

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

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

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

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

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

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Local Government Fire Service Grants
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants, 43.009
   Amount: $580,000

2. State Project B:

   N/A

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

The compliance requirements are as stated in Grant Agreement #FM539 between the Grantee and the Department, entered in State Fiscal Year 2020-2021.

Attachment 3
Index of Applicable Laws and Regulations

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

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

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

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

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors.**

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

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

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

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

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve and ratify grant application submitted to the Gulf Consortium for the additional funding needed for the dredging projects at Keaton Beach and Steinhatchee Boat Ramps. This is "Pot 3" RESTORE Act funds.**
MEETING DATE REQUESTED:	**January 3, 2022**

Statement of Issue: Board to approve and ratify grant application for the additional funding needed for the Keaton Beach and Steinhatchee Boat Ramp dredging project(s).

Recommended Action: Approve and ratify the grant application for the Keaton Beach and Steinhatchee Boat Ramps dredging project(s).

Fiscal Impact: The County is requesting funding in the amount of $1,517,905 for the Keaton Beach and Steinhatchee Boat Ramps dredging and associated costs. The County will not be providing a cash match. The project will be funded in part with "Pot 1" RESTORE Act funding.

Budgeted Expense: Y/N This project will be budgeted upon execution of a grant agreement which is estimated to be September 2022.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board had approved submitting a State Expenditure Plan (SEP) Amendment and subsequent grant application to the Gulf Consortium in the amount of $1,500,000 for the current budget shortfall for the dredging of channels and the canals at Keaton Beach and the Steinhatchee Boat Ramp basin and associated canal. The grant application was in the amount of $1,517,906. $17,906 is for the grant oversite and legal fees for the Gulf Consortium-Balmoral Group. It is estimated the grant approval process will take approximately nine months. The County currently has an open grant with the Department of Treasury in the amount of $148,000 using Pot 1 Restore Act funds for the completion of the design, engineering, and permitting process for the dredging project(s).

The Gulf Consortium has approved grant applications for the rehabilitation of Hodges Park, the possible acquisition of the Spring Warrior site, and the Feasibility Study for the coastal by-pass project(s). The approved grants are now in the review process with the Department of Treasury

Attachments: **Grant Application and associated documents.**

(/sp/gulfconsortium_sep_projects)

Application

Close (/sp/workflow/gulfconsortium_sep_projects?path=33497530)

In order to complete this form, please complete all required fields.

You can save this as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

When you are ready to submit this section, please click the blue "Save" button at the bottom of the page.

Once you have clicked "Save" you will be redirected to the Submission Page.

DO NOT open up your application in two separate windows. You may lose your work.

Subaward Application for Florida SEP Projects

This form collects information on projects in Florida's State Expenditure Plan

Project Information

Please click here to view Grant Resources (https://www.gulfconsortium.org/grant-resources)

Project Name

Coastal Dredging Project for Keaton Beach And Steinhatchee Boat Ramps

Project Number in approved SEP

10-4

DUNS

Note: if you do not have a DUNS # please enter 0

065887796

EIN

59-6000879

Project Start Date

02/01/2022

Project End Date

06/30/2024

Primary Council Goal

Restore and Revitalize the Gulf Economy

Primary Council Objective

Restore, Improve, and Protect Water Resources

Milestones included - list the portions of the project for which funding is requested

Project Management
Dredging and removal of materials

How much funding are you applying for?

$1,517,905.00

Are others providing you funding on this project as well?

No

Attachments

The following items should be attached. Please see templates in the guidance document at (https://www.gulfconsortium.org/grant-resources)https://www.gulfconsortium.org/grant-resources (https://www.gulfconsortium.org/grant-resources)

Abstract - Word document

Canal Dredging Abstract.docx

Project Narrative - Word document

Canal Dredging Project Narrative 12-14-21.docx

Budget Narrative - Word document

Canal Dredging Budget Narrative.docx

Budget Table - Excel document

Canal Dredging Budget Spreadsheet.xlsx

Milestone Information - Word document

Canal Dredging Milestones.docx

Metrics Information - Word document

Canal Dredging Metrics.docx

Environmental Compliance Checklist - Word document

Canal Dredging Environmental Compliance Checklist.docx

Plans or Permits

Project Map(s) - PDF or Word document

Keaton Beach and Steinhatchee Boat Ramps Dredging Maps.pdf

GIS data - zipped shapefiles

Canal Dredging GIS Shapefiles.zip

Data Management Plan - Word document

Canal Dredging Data Management Plan 12-14-21.docx

Observational Data Plan - Word document

Canal Dredging Observational Data Plan 12-14-21.docx

Cash drawdown and Leveraged Funding - Spreadsheet or Word document

Canal Dredging Leveraged Funds Form.xlsx

Submitted Date

12/16/2021

File Upload - additional if needed 1

FINAL Taylor County RESTORE Act Direct Component MYIP.pdf

File Upload - additional if needed 2

Canal Dredging-September2016.pdf

File Upload - additional if needed 3

TaylorCountyDredging SOW KeatonBeach_final_12032021.pdf

File Upload - additional if needed 4

TaylorCountyDredging SOW Steinhatchee_Final_12032021.pdf

wizehive
(http://www.wizehive.com/)

GULF CONSORTIUM

Abstract

The Gulf Consortium, through its sub-recipient Taylor County will complete the dredging and removal and hauling of associated sediment and spoil at Keaton Beach and Steinhatchee Boat Ramps. The dredged materials will be transported to an approved spoil site. Keaton Beach Boat Ramp involves the dredging of approximately 12,000 linear feet of canals and channels as well as the boat ramp basin. Steinhatchee Boat Ramp involves approximately one (1) acre (835 linear feet) which includes the boat ramp basin and a short channel.

Taylor County will procure a qualified firm through the competitive bid process to complete the dredging and the removal and hauling of sediment and dredged materials. It is anticipated the project from grant submission to grant close out will take 28 months to complete. The project is consistent with and addresses the Comprehensive Plan Goal:

Goal 5: Restore and Revitalize the Gulf Economy: Enhance the sustainability and resiliency of the Gulf Economy.

The project is consistent with and address the Council objectives:

Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

Taylor County tourism and local economy is dependent on recreational boating, fishing, and scalloping. Access to the Gulf is critical for tourism growth and development. The dredging project is also critical for the commercial fishing industry in the Big Bend region. The dredging will ensure accessibility to the Gulf at both Keaton Beach and Steinhatchee Boat Ramps which is frequently restricted during low tides due to the serious need for dredging. The project will ensure for and enhance the sustainability and resiliency of the Gulf Economy.

GULF CONSORTIUM

PROJECT NARRATIVE

Project Title

Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps
Project No: 10-4

Introduction

The scope of work for the Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps is the dredging and removal of sediment that has accumulated in the canals, channels, and basin over the years. Keaton Beach involves approximately 12,000 linear feet of canals and channels. Steinhatchee involves the dredging of the basin and associated channel which is approximately one (1) acre (835 linear feet). The dredging will ensure accessibility to the Gulf at both boat ramps which is frequently restricted during low tides due to the serious need of dredging. Access to the Gulf is critical for the County's economy and tourism development and growth. The dredging is also critical for access to the Gulf for the commercial fishing industry in the Big Bend region. The Steinhatchee Boat Ramp basin is of particular significance and concern as many commercial fishermen in the region use this ramp and their economic livelihood is dependent on access to the Gulf. The main canal at Keaton Beach has become a serious boater safety concern because of inaccessibility during low tides and "bottle necking" during periods of high boating traffic due to the accumulation of sediment and rock formations. Keaton Beach and Steinhatchee Boat Ramps are the primary boating facilities in Taylor County and dredging is a critical need at both boat ramps.

The dredging project(s) at Keaton Beach and Steinhatchee Boat Ramps addresses the Comprehensive Plan Goals:

Goal 5: Restore and Revitalize the Gulf Economy:
Enhance the sustainability and resiliency of the Gulf economy.

and is consistent with:

Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

The dredging project will revitalize and ensure the resiliency of the Gulf economy. The project is consistent with and addresses RESTORE eligible activities:

Eligible Activity 6: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

Eligible Activity 10: Promotion of tourism in the Gulf Coast region, including recreational fishing.

GULF CONSORTIUM

Public Engagement and Collaboration

Keaton Beach Boat Ramp and Steinhatchee Boat Ramp are heavily used year round and the need for dredging at both locations has been ongoing. The dredging has been a priority for years but has not been completed due to the lack of funding. When developing the Multi-Year Implementation Plan (MYIP) for the Gulf Coastal Restoration Trust Funds -Pot 1- dredging was the top priority and all funds were committed to dredging. Keaton Beach and Steinhatchee were the #1 and #2 projects. Costs have risen substantially the past few years and Pot 1 funds are not sufficient to fund both projects and the need for dredging has become even more critical. After discussing in numerous public Board meetings and workshops and receiving public input, the Board of County Commissioners determined it would be in the best interest of the County and the local economy to invest a portion of Pot 3 funds into the Keaton Beach and Steinhatchee dredging projects.

The MYIP, the Amendment to include dredging at Keaton Beach and Steinhatchee Boat Ramps in the SEP, and the grant application are all available to the public at www.taylorcountygov.com. Hard copies are available to the public upon request. As the dredging projects progress, the dredging contractor bid documents and project updates will also be made available to the public to ensure for public engagement and participation.

Methodology / Approach

The objective of the Keaton Beach Boat Ramp and Steinhatchee Boat Ramp dredging project is: (1) improve public access to the Gulf; (2) ensure accessibility for both recreational boaters and fishermen as well as commercial fishermen; (3) benefit and enhance the local and regional economy by providing adequate infrastructure to accommodate and support a greater number of visitors to the County in a safe and boater friendly manner; and (4) provide adequate infrastructure to access the Gulf for the many commercial fishermen whose economic livelihood is dependent on access to the Gulf.

Scope of work (What and How)

The scope of work includes the dredging and removal of sediment for approximately 12,000 linear feet of canals and channels at Keaton Beach Boat Ramp. Approximately one (1) acre (835 linear feet) will be dredged and removed at Steinhatchee Boat Ramp. This includes the ramp basin and a short channel. The Scope of Work also requires Project Management which will be completed by the Taylor County Board of County Commissioners staff (County Engineer).

All design, engineering, permitting, studies and/or surveys required for the project(s), approval of appropriate spoil site, and any mitigation measures (if so needed) will be complete prior to execution of a grant agreement funding the actual dredging and removal of dredged materials at both Keaton Beach and Steinhatchee Boat Ramps.

GULF CONSORTIUM

Roles and responsibilities (Who)

Organization/ Agency/Company	*Role*	*Duties*
The Gulf Consortium	*Grant recipient – project implementation*	*Grant application preparation, grant management, performance and financial monitoring and reporting, sub-recipient agreement development, procurement reviews, fiscal services*
Taylor County	*Will prepare and execute procurement documents, oversee dredging and transport of dredged material, and serve as the overall Project Manager.*	*Prepare all bid documents, review bids received, award and issue and execute contract to selected firm, provide oversite of dredging activities including transport of sediment and spoil materials, serve as overall Project Manager, ensures all permitting and environmental compliance standards are met, and coordinate financial and reporting requirements of grant, and project closeout*
To be determined by Competitive Bid Process	*Contractor to complete dredging project and transport of dredged materials*	*Complete dredging as per project bid documents and associated contract, as well as permitting requirements. Transport of dredging materials to approved spoil site.*

Location (Where)

The Keaton Beach Boat Ramp is located at 20131 Beach Road, Perry, Florida 32348. The canal and channels are in the immediate area of the boat ramp. The Steinhatchee Boat Ramp is located at 100 1st Avenue SE, Steinhatchee, Florida 32359. It is approximately 35 miles from the City of Perry. Both boat ramps are located in an area which is known as the "Big Bend Region" or "Nature Coast". Location maps and GIS files are attachments to the grant application. The dredging projects are located in Florida Congressional District 2.

Project/Program Duration (When)

It is anticipated the project from grant submission to project close out will take 28 months. The anticipated start date is Feburary 1, 2022 with a project close out date of June 30, 2024. The project duration dates includes the pre-award work which will be completed by the Balmoral Group. The County has planned the project timelines and duration around dredging in the "off season" months in an effort to have no negative impacts on the use of the boat ramps during the very busy spring and summer months.

Approach (How)

Upon approval of the grant application by the Gulf Consortium, the County will begin preparation of the bid documents to procure the services of a qualified contractor to complete the dredging project(s) and transport of dredged materials. The County Engineer will serve as Project Manager and has a great deal of coastal construction and infrastructure experience as well as environmental and regulatory requirement experience. The Grants Department will provide grant administration, financial, and project

reporting oversite. Engineer and Grants staff will ensure all elements of the Scope of Work are completed as per grant contract and bid document requirements.

Supporting Information (Why)

Keaton Beach has ongoing coastal access problems due to the need for dredging. As a fiscally constrained County with limited resources, the need for dredging has now become a critical need. Years of sediment has accumulated in the main channel as well as the associated canals. Accessibility to the Gulf is frequently restricted during periods of low tide. It is not unusual for boaters to be stranded trying to return to the boat launch. The accumulation of sediment and rock formations has created serious boater safety issues due to "bottle necking" in the main canals during periods of high boater traffic. The basin at Steinhatchee Boat Ramp and the short canal to the Gulf also frequently is inaccessible during low tides due to the critical need for dredging. In addition to the economic impact recreational fishing and boating has on the County and tourism development, the need for dredging has seriously impacted the many commercial fishermen who depend on access to the Gulf via Keaton Beach and Steinhatchee Boat Ramps. It is anticipated the Keaton Beach canal and channel system will be dredged to an estimated 4 feet MLW and the Steinhatchee Boat Ramp basin and canal will be dredged to an estimated 3 feet MLW.

Risks and Uncertainties

Using Pot 1 Gulf Coast Restoration Trust Funds to ensure the successful completion of the dredging project, the County has procured Professional Engineering Services from a firm experienced in dredging projects. Wood Environment & Infrastructure Solutions, Inc. was selected pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The Request For Qualifications (RFQ) bid package and selection process was also compliant with 2 CFR 200 standards. As with all coastal projects, obtaining environmental permits is always a risk and uncertainty. The County is confident with the experience of Wood Environment & Infrastructure Solutions, Inc. and the County's ability to obtain permits in the past for dredging, that permitting should not be difficult. Having an appropriate "spoil site" for the dredged material was initially an uncertainty but the County is in the process of procuring an adequate and appropriate site available for the dredged materials and associated sediment and does not anticipate any issues or problems. All permitting as well as the design and engineering will be complete prior to execution of a grant agreement for the actual dredging and hauling and removal of sediment and associated materials.

The County plans on dredging during the winter, "off season" months when tides are lower. This should also alleviate the uncertainty of the weather during hurricane season.

The County has invested a great deal of time into the dredging project planning. All Gulf Coast Restoration Trust Funds - Pot–1 are being used for dredging projects in the County. This use was approved in the Multi-Year Implementation Plan (MYIP). Prior to preparing the MYIP, Taylor County had procured the services of Jones Edmunds to prepare the Canal Dredging in Taylor County Preliminary Engineering Report which has also been used as a guide to ensure project success and address potential risks and uncertainties. The MYIP and the Jones Edmunds report is an attachment to the grant application. The Wood Environment & Infrastructure Solutions, Inc. Scope of Services is also an attachment to the application.

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Leveraged funds

No leveraged funds will be used for the dredging project(s). County staff will be providing project management and grant administrative services. As a fiscally constrained County and a designated Rural Area of Opportunity (RAO) and one of economic concern, the County does not have additional funds available. A brief narrative in reference to the project funding is on the Leveraged Funds form included in the application. It should be noted the dredging project(s) in their entirety which includes CEI services, and studies and surveys required for permitting, will be funded with Gulf Coastal Restoration Trust Fund Pot 1 and Pot 3 funds.

Metrics

The Coastal Dredging Project for the Keaton Beach and Steinhatchee Boat Ramps is consistent with and addresses "Object 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects", the project is consistent with Metric COI106 (Linear Feet of Transportation Channel Improved). Detailed Metrics information is an attachment to the grant application.

Environmental Benefits

The dredging projects will restore and conserve the health of the coastal and marine habitats and associated estuaries near the boat ramps with the removal of years of accumulation of sediment and spoil. After sediment removal and appropriate dewatering, the dredged materials will be hauled and disposed of at an approved and appropriate spoil site. Benefits will also include data collection of sediment sampling and analysis thereof ensuring for proper disposal of dredged materials.

Environmental Compliance

The Environmental Compliance Checklist is an attachment to the grant application. All permitting and environmental compliance requirements will be completed prior to the execution of a grant agreement for the actual dredging. The County has executed a contract for professional services with Wood Environment & Infrastructure Solutions, Inc. for CEI services which includes all permitting and required environmental studies with grant funding obtained using Pot 1 funds.

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BUDGET NARRATIVE

1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of $1,517,905 is being requested.
- Funding will be used to procure the services of a qualified contractor thru the competitive bid process for the dredging, removal, and hauling of sediment at Keaton Beach and Steinhatchee Boat Ramps. This will include canals, channels, and associated basins at the ramps.
- Funding will also support project management, including financial and technical oversight, legal support, and fiscal services as per services contracted by the Gulf Consortium.
- The County will provide grant administration, procurements of services, and serve as the Project Manager providing oversite of the firm selected for the dredging project(s).

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	***$1,517,905.00***
Total Pre-Award Funds Requested	***$ 6,600.00***
Total Direct Costs Requested	***$1,517,905.00***
Total Allowable Indirect Costs Requested	***$0***
Total Program Income Anticipated	***$0***

2.0 PRE-AWARD COSTS (applicable to grant applications only)

Pre-award costs have been authorized to allow for some of the established contractual costs for preparation of grant application (The Balmoral Group as contracted by the Gulf Consortium for management services) and for development of draft sub-recipient agreements (Nabors, Giblin & Nickerson as contracted by the Gulf Consortium for legal services). The estimated time for grant application development and sub-recipient agreement efforts are 30 hours for the Balmoral Group ($5,100) and 6 hours for Nabors, Giblin, & Nickerson ($1,500).

TOTAL PRE-AWARD FUNDS REQUESTED	**$6,600.00**

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 PERSONNEL

No costs will be incurred by Personnel for project.

3.2 FRINGE BENEFITS

No fringe benefits costs will be incurred for project.

3.3 TRAVEL

No travel costs will be incurred for project.

3.4 CONSTRUCTION and LAND ACQUISITION

Taylor County will be completing all elements in the Keaton Beach and Steinhatchee Boat Ramps dredging project(s) by the competitive procurement process. All procurements will be in compliance with 2 CFR 200 Standards as well as any other applicable policies and procedures. The County will have all design, engineering, and permitting complete prior to execution of the dredging grant agreement. The County will advertise, receive, and award bids for the dredging project(s) immediately upon grant approval and/or execution of grant agreement.

Budget Category	Item Name/Description	Unit Cost	Quantity or Rate	Total Cost	Pre-Award Costs?
Demolition and Removal	Dredging and removal of sediment and associated materials. Transport of sediment and materials to spoil site.	$1,500,000.00	TBD	*$1,500,,000.00*	☐

TOTAL CONSTRUCTION/LAND ACQUISITION: **$1,500,000.00**

3.5 EQUIPMENT

No equipment costs will be incurred for this project.

3.6 SUPPLIES

No supply costs will be incurred for project.

3.7 OTHER DIRECT COSTS

No direct costs will be incurred for project.

3.8 SUBRECIPIENTS

As the sub-recipient of the grant, Taylor County will be expending the grant funds in compliance with 2 CFR 200 requirements and all federal, Gulf Consortium, and local procurement policies and procedures. The contractor selected to complete the dredging project will be selected thru the competitive bid process.

2.0 Pre-Award Costs
3.4 Construction and Land Acquisition
3.9 Contractors/Consultants

No grant funds will be retained or used to fund County staff who are involved in project management or oversight.

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors, Giblin, & Nickerson will be the contractors providing management and legal services on the project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services. The contractor/consultant is to be determined after the County completes the competitive bid process.
2. *Method of Selection*—The Balmoral Group and Nabors, Giblin, & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and the Gulf Consortium was developed in order for Leon County to serve as fiscal agent. The contractor/consultant procured to complete the Feasibility Study will be selected thru the competitive bid process.
3. *Period of Performance*—02/01/2022 to 06/30/2024 (total project completion); pre-award costs authorized for the Balmoral Group and Nabors, Giblin, & Nickerson to work on grant application and sub-recipient agreements.
4. *Scope of Work*—The scope of work for the Balmoral Group includes: grant application preparation and submission, grant management and sub-recipient monitoring, and all post-award reporting. Nabors, Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establishment of sub-recipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to sub-recipients and contractual service providers.
5. *Method of Accountability*—The Gulf Consortium Board of Directors will be responsible for monitoring The Balmoral Group, Nabors, Giblin, & Nickerson, and the fiscal agent (Leon County). At Consortium board meetings, approximately 5 times per year, the board reviews expenses and accomplishments of Consortium consultants. .
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/year; 61 hours total), legal services (Nabors, Giblin, & Nickerson, 30 hours total), and fiscal agent services (3 basis points on total costs). Fiscal agent services are budgeted at the rate agreed to between the Gulf Consortium and Leon County of 3 basis points of total disbursements. Note: only a portion of the total contractual costs for The Balmoral Group and Nabors, Giblin, & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group ($5,100) and 6 hours for Nabors, Giblin, & Nickerson ($1,500). The contractor/consultant fees and services have an estimated cost of $350,000.
7. *NICRA* – NA

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Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	$170/hr	61 hours	*$10,370.00*	☒
Nabors, Giblin, & Nickerson	Subrecipient agreements and legal services	$250/hr	30 hours	*$7,500.00*	☒
Leon County Clerk	Fiscal agent services	3 basis points	% of total disbursements	$35.00	☐
		TOTAL COTRACTUAL:		**$17,905.00**	

TOTAL OF DIRECT COSTS	**$1,517,905.00**

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

There will be no indirect costs incurred for project.

5.0 PROGRAM INCOME

No program income will be incurred.

6.0 CASH DRAWDOWN PROJECTIONS

The following table summarizes the estimated cash drawdown projections:

Expected Project Start Date	End of semi-annual fiscal period	Cash Drawdown Projection	Cumulative Total
02/01/22	06/30/22	$ 6,600	$ 6,600
07/01/22	12/31/22	$0	$6,600
01/01/23	06/30/23	$861,305	$867,905
07/01/23	12/31/23	$500,000	$1,367,905
01/01/24	06/30/24	$150,000	$1,517,905

Supplemental Budget Template

SF-424A / SF-424C

6	Object Class categories	Subrecipient Name (if known; if not known briefly describe anticipated role)					TOTAL
		Taylor County					
		1	2	3	4	5	(6)
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	17,905	-	-	-	-	-
f(2)	Subrecipient(s)		-	-	-	-	17,905
	Construction or Land Acquisition						-
g1	- Construction Management / Legal Expenses	-	-	-	-	-	-
g2	- Land, Structures, etc.	-	-	-	-	-	-
g3	- Relocation	-	-	-	-	-	-
g4	- Architectural and Engineering fees, etc.	-	-	-	-	-	-
g5	- Project Inspection Fees	-	-	-	-	-	-
g6	- Site Work	-	-	-	-	-	-
g7	- Demolition and Removal	*1,500,000*	-	-	-	-	-
g8	- Construction	-	-	-	-	-	1,500,000
g9	- Equipment	-	-	-	-	-	-
g10	- Miscellaneous	-	-	-	-	-	-
	Construction SUBTOTAL (lines g1-g10)	***1,500,000***	-	-	-	-	-
g11	- Contingencies (applicable to construction only)	-	-	-	-	-	***1,500,000***
g	Total Construction/Land Acquisition Charges	1,500,000	-	-	-	-	-
h	Other	-	-	-	-	-	1,500,000
i	**TOTAL Direct Charges** (sum of 6a - 6h)	1,517,905	-	-	-	-	-
	Enter the federally approved indirect rate (%)	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	1,517,905
j	Allowable Indirect Charges *	-	-	-	-	-	
k	**TOTALS** (sum of 6i and 6j)	1,517,905	-	-	-	-	-
							1,517,905

* Note: Where Allowable Indirect Charges are included, a copy of the subrecipient's current Negotiated Indirect Cost Rate Agreement must be submitted.

* Using De Minimis indirect rate, indirect costs are simple 10% of Modified Total Direct Costs (MTDC)

* MTDC includes all salarie, fringe, materials and supplies, contractual costs, travel, and the first $25k of subawards

GULF CONSORTIUM

Milestones

Milestone	Milestone Type	Description	Start Date	Expected Date	Milestone Plan Amount ($)	Deliverable (Y/N)
Project Management	Project Oversight and Grants Management	Grant application development, oversight, legal and fiscal services	02/01/22	06/30/24	$17,905.00	Yes
Pre-Award	Project Oversight and Grants Management	Complete all design, engineering, permitting, and other studies required for the project. Notify all impacted landowners. Finalize sediment and dredged material spoil site and any associated approvals and/or requirements. Advertise and receive bids, award bid, issue contract and Notice to Proceed to contractor selected for the dredging and removal of sediment and dredged materials.	02/01/22	12/31/22	$0	Yes
Dredging and Removal of Materials	Construction-Demolition and Removal	Dredging and removal of associated sediment and materials are transported to spoil site.	01/01/23	04/30/24	$1,350,000.00	Yes
Project Management	Data Management and Reporting	Prepare and submit grant close out documents and required project reporting, and documentation of amount of dredged materials removed and transported.	05/01/24	06/30/24	$150,000.00	Yes

GULF CONSORTIUM

Metrics Template

Coastal Dredging Project at Keaton Beach and Steinhatchee Boat Ramps

Template Name:	Restore, Improve, and Protect Water Resources
Activity/Outcome Name:	Col106- Linear feet of transportation channel improved

Baseline:	0
Current:	0
Grant/Project Completion:	12,835 linear feet of transportation channel improved

GULF CONSORTIUM

Council Environmental Compliance Checklist

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	___ Yes _X_ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
Endangered Species Act	___ Yes _X_ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
National Historic Preservation Act	___ Yes ___ No _X_ N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	___ Yes _X_ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
Fish and Wildlife Coordination Act	___ Yes _X_ No ___ N/A	*The County has contracted with Wood Environment &*

GULF CONSORTIUM

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
		Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.
Coastal Zone Management Act	___ Yes _X__ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
Coastal Barrier Resources Act	___ Yes ___ No _X__ N/A	*Not in a CBRA area*
Farmland Protection Policy Act	___ Yes ___ No _X__ N/A	
Clean Water Act Section 404	___ Yes _X__ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
Clean Water Act Section 401	___ Yes _X__ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and*

GULF CONSORTIUM

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
		Department of Treasury prior to grant contract execution.
River and Harbors Act Section 10	___Yes _X__ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
Marine Protection, Research and Sanctuaries Act	___Yes _X__ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
Marine Mammal Protection Act	___Yes _X__ No ___ N/A	*The County has contracted with Wood Environment & Infrastructure Solutions, Inc. to complete all permitting and environmental compliance requirements. All required permits and compliance documents will be provided to the Consortium and Department of Treasury prior to grant contract execution.*
National Marine Sanctuaries Act	___Yes ___No _X__ N/A	
Migratory Bird Treaty Act	___Yes ___No _X__ N/A	
Bald and Golden Eagle Protection Act	___Yes ___No _X__ N/A	
Clean Air Act	___Yes ___No _X__ N/A	

GULF CONSORTIUM

Preliminary Data Management Plan (DMP)

Project Information

Project name:

Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps

Agency:

Taylor County Board of County Commissioners

Project phase(s) to which this DMP pertains:

Construction- Demolition and Removal

Data Steward(s):

Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us

Sub-recipient: (Taylor County) Melody Cox, 850-371-0377, melody.cox@taylorcountygov.com

Expected data collection start date:

02/01/2022 (estimated)

Expected data collection end date:

06/30/2024 (estimated) The dredging project at Keaton Beach Boat Ramp and Steinhatchee Boat Ramp is anticipated to be completed by April 30, 2024. Data collection is expected to be complete by June 30, 2024.

Brief project description:

The project is the completion of the dredging of 12,000 linear feet of canals and channels at Keaton Beach Boat Ramp. The project also includes the dredging of one (1) acre (835 linear feet) at Steinhatchee Boat Ramp. The dredging at Steinhatchee Boat Ramp will include the ramp basin and a short channel. After appropriate dewatering, the sediment and dredged materials will be hauled and disposed of at an approved spoil site.

Project location:

The Keaton Beach Boat Ramp is located at 20131 Beach Road, Perry, Florida 32348. The Steinhatchee Boat Ramp is located at 100 1st Avenue SE, Steinhatchee, Florida 32359. It is approximately 35 miles from the City of Perry. Both boat ramps are located in an area which is known as the "Big Bend Region" or "Nature Coast" and are in Florida's Congressional District 2.

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General description of data collection activities (methods, sampling frequency, etc.):

Data collection will include: studies and surveys required for permitting, copies of permits, bid documents, bid reviews, Committee minutes, contract to contractor selected to complete dredging and disposal of dredged materials, change orders or contract amendments, documentation of linear feet of sediment and associated materials dredged, and documentation of hauling and removal of dredged materials to disposal/spoil site. Data collection shall include dredging volume calculations and sediment testing and analysis if so applicable. Data collection will also include additional documentation required for grant management and required reporting.

Estimated budget for data management:

$15,000. This budget will be incorporated into the County's existing project management programs and will not utilize RESTORE funding.

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes

If yes, describe how this project's data and metadata will be:

1) Stored

Back up data is stored on-site and is also replicated in off-site bi-coastal data centers for additional records retention in the event of emergencies or natural disasters.

2) Archived

The data will be archived on-site on the County's server as well as off-site at bi-coastal data centers.

3) Made available to others (including delivery to the Council)

All applicable data collection is retrievable and the date collection activities outlined in the General description will be available through the Taylor County website. In addition, all electronic data will be forwarded to the RESTORE Council and Department of Treasury for review and approval.

Will project data/metadata use digital object identifiers (DOIs)?:

DOIs will not be used

Observational Data Types

Data type 1:

The data which will be reported and available will be documentation of the linear feet and/or acres of dredging completed and associated reporting on hauling and disposal of sediment and dredged materials. Data needed for the permitting required for the dredging and technical specifications such as

the design and engineering required for the dredging will also be available. Contractor procurement documentation will be included in Data Collection.

Frequency of collection:
Data collection will be at a minimum of quarterly throughout the estimated collection dates of 02/01/2022 through 06/30/2024. During the actual dredging data collection will be monthly at a minimum. All data will be archived on the County's server. All data will be provided electronically to the RESTORE Council and the Department of Treasury.

Duration of collection:
28 Months
02/01/2022 to 06/30/2024 (estimated)
Data will be collected from the start of the project which includes pre-award data required to obtain the required permitting and technical specifications required for a successful dredging project. Data will continue to be collected until all dredging and disposal thereof is complete. Final data collection will document the linear feet of dredging completed.

Data storage format:
On the County's server and on Gulf Consortium servers and grant management system.

Data type 2:
Not applicable at this time.

Frequency of collection:
Not applicable at this time.

Duration of collection:
Not applicable at this time.

Data storage format:
Not applicable at this time.

Data type 3:
Not applicable at this time.

Frequency of collection:
Not applicable at this time.

Duration of collection:
Not applicable at this time.

Data storage format:
Not applicable at this time.

Observational Data Plan

Project Information

Project name:

Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps

Agency:

Taylor County Board of County Commissioners

Project phase (planning/implementation):

Construction (Demolition and Removal)

Project phase(s) to which this ODP pertains:

Construction – Demolition and Removal

Project ODP point(s) of contact:

Gulf Consortium: Dan Dourte, ddourte@balmoralgroup.us, 407-627-2185 Ext. 113; 165 Lincoln Ave, Winter Park, FL 32789

Sub-recipient: Taylor County – Melody Cox, melody.cox@taylorcountygov.com, 850-371-0377, 201 E. Green Street, Perry, FL 32347

Expected observational data collection start and end dates:

02/01/2022 to 06/30/2024 (estimated)

The primary observation data collection period will be 09/01/2023 to 04/30/2024 during the actual dredging and disposal process. Prior to the actual dredging as part of the permitting process, observational data collection will include a Hydrographic Survey, sediment collection, and sediment sampling to complete a sediment quality assessment to determine disposal options and sediment chemical analysis. Though this is pre-award work, all required permitting and technical specification data will be provided to the RESTORE Council and the Department of Treasury.

Short description of the project location:

The Keaton Beach Boat Ramp is located at 20131 Beach Road, Perry, Florida 32348. Keaton Beach is 18 miles from the City of Perry. The Steinhatchee Boat Ramp is located at 100 1st Avenue SE, Steinhatchee, Florida 32359. It is approximately 35 miles from the City of Perry. The projects are located in Florida's Congressional District 2.

Short description of the overall project construction features:

The project construction features includes the dredging of 12,000 linear feet of canals and channels at Keaton Beach Boat Ramp and one (1) acre (835 linear feet) at Steinhatchee Boat Ramp. Steinhatchee

Boat Ramp includes the ramp basin and a short channel. This project also features the removal and disposal of the sediment and dredged materials.

Overall project goals and objectives:
Dredging of canals and associated channels at Keaton Beach Boat Ramp and the basin and short channel at Steinhatchee Boat Ramp. The project includes removal and disposal of sediment and dredged materials.

Specific goals and objectives:
Dredging of 12,000 linear feet of canals and channels at Keaton Beach Boat Ramp and one (1) acre (835 linear feet) at Steinhatchee Boat Ramp which includes the ramp basin and a short channel. The dredged materials will be hauled and disposed of at an approved spoil site.

Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported:

1. COI106 – Linear Feet of Transport Channel Improved

Success criteria for Metric 1:
Dredging and disposal of 12,835 linear feet of canals, channels, and basin at Keaton Beach and Steinhatchee Boat Ramps.

Measure I: Contractor/Consultant
This measure includes completion and advertising of bid documents and technical specifications, receive and award bid, issue contract and Notice to Proceed to contractor.

Success criteria:

a. Contractor is awarded bid and the Notice to Proceed is executed and the Dredging Project is underway.

Measure II: Completion of Dredging and Disposal of Dredged Materials
The dredging and removal and disposal of sediment and dredged materials will be completed as per the bid documents, technical specifications, and contract.

Success criteria:

a. Approximately 12,835 linear feet of canals, channels, and basin (at Steinhatchee Boat Ramp) to be dredged and sediment to be hauled and disposed of at approved spoil site. It is estimated the Keaton Beach canal system will be dredged to 4 feet MLW and the Steinhatchee basin and channel will be dredged to 3 feet MLW.

Measure III: Post-Construction

Documentation of amount linear feet dredged and disposed of to be provided to RESTORE Council and Department of Treasury in grant reporting and close out.

Success criteria:

a. Successful completion of approximately 12,835 linear feet of dredging and disposal thereof and project close out.

Identification and Discussion of the Reference Sites/Conditions

Reference conditions for Metric 1 (COI106-Linear Feet of Transport Channel Improved):

Measure I. Pre-Construction Requirements

Pre-construction and pre-award includes completion of the design and engineering, completion of all required environmental and hydrographic surveys, and obtaining all required permitting. Pre-construction also includes procurement of contractor for the project through the competitive bid process.

Measure II. Construction

Construction/dredging will be at Keaton Beach Boat Ramp and Steinhatchee Boat Ramp. Maps of the two sited are included in the grant application documents.

Measure III. Post-Construction

Documentation of dredging at each site will be provided in project grant reporting materials.

Baseline Condition Sampling/Data Mining Plans

The County will prepare all bid documents and bid the project as per 2 CFR 200 requirements and guidelines. The contractor awarded the bid will be licensed and qualified to complete the dredging and disposal of sediment and associated materials. The County Engineer will serve as the Project Manager. The current baseline is 0, and at the grant/project completion the estimated baseline is 12,835 linear feet of transportation channel improved.

Baseline plan for Metric 1 (COI106- Linear Feet of Transport Channel Improved):

Measure I. Pre-Construction Requirements

All permitting obtained and contractor selected through the competitive bid process.

Measure II. Construction

As per the Metrics Chart, dredging will be completed as per contract and technical specifications. Baseline will be documented and provided to RESTORE Council and Department of Treasury.

Measure III. Post-Construction

Documentation of the dredging of approximately 12,835 linear feet of canals, channels, and basin to be provided in grant reporting reflecting Baseline Plan.

Potential Corrective Actions

Corrective actions for Metric 1 (COI106- Linear Feet of Transport Channel Improved):

Measure I. Pre-Construction Requirements

The County will be responsible for all of the preparation of bid documents and awarding of contract to licensed and qualified contractor. No corrective actions are anticipated. In the event any changes to the initial scope of work in the bid documents or contract are required, the County will make an amendment to reflect these changes with approval of the Grantor. All design, engineering, and permitting will be complete prior to grant award/execution. All documents will be provided to the RESTORE Council and Department of Treasury for review and approval.

Measure II. Construction

The dredging and disposal thereof will be closely supervised by the Project Manager. In the event there are any changes to the scope of work, a Change Order will be issued to correct the problem and/or amend the scope of work. In the event the contractor cannot properly fulfill the scope of work or complete the work within the contract timelines and it cannot be properly negotiated with the County, the contract will be terminated and a new contractor will be selected. It is very unlikely this would occur as the County takes the bidding process very seriously with both a bid committee and the Board of County Commissioners reviewing bid documents, contracts, and selection of a contractor. The disposal of the dredged materials will be supervised by the Project Manager at the pre-selected and approved spoil site.

Measure III. Post-Construction

Corrective action is not applicable.

Observational Data Collection

Plan for Metric 1 (COI106- Linear Feet of Transport Channel Improved):

Measure I. Pre-Construction Requirements

Purpose:

The County will ensure all 2 CFR 200 and federal procurement standards as well as any additional procedures of the Gulf Consortium are met in the selection of the Contractor who is selected to complete the dredging project. All permitting will be obtained prior to selection of a Contractor and grant execution.

Methods:

The bid documents and all associated materials will be available thru the County website and provide to the RESTORE Council and the Department of Treasury. All permitting documents will also be made available and provided to appropriate parties.

Schedule/Timing and Frequency:

It is estimated all elements of the project scope of work will be completed by 06/30/2024. Observational Data Collection will be ongoing during this period with data collection being reported quarterly at a minimum. During the actual dredging, data collection will be reported monthly at a minimum.

Sample Size:

Not applicable.

Site Locations:

The dredging project will be completed for Keaton Beach Boat Ramp located at 20131 Beach Road, Perry, Florida 32348 and Steinhatchee Boat Ramp located at 100 1st Avenue SE, Steinhatchee, Florida 32359.

Quality Assurance and Quality Control:

As the County will be preparing all documents "in house", quality assurance and quality control will be ensured every step of the way. All staff involved with the project have a great deal of experience which includes design and engineering, procurement and preparation of bid documents, project management, and grant management. The County contracted with Wood Environment & Infrastructure Solutions, Inc. to provide CEI services and assist the County with obtaining all required permitting. Wood has a great deal of experience with dredging projects and this also ensures for quality assurance.

Measure II. Construction

Purpose:

The purpose is to ensure the scope of work is completed as per bid documents, and the Activity/Outcome COI106 – Linear Feet of Transport Channel Improved Metric is successfully completed.

Methods:

The County Engineer will serve as the Project Manager and will closely monitor the contractor completing the dredging project. Grants administration staff will also be available to provide information and assist with both observational data collection and data management plan reporting.

Schedule/Timing and Frequency:
It is estimated the data collection will begin 02/01/2022 and the data collection will be at a minimum quarterly during the pre-construction and a minimum of monthly during construction.

Sample Size:
Not applicable.

Site Locations:
Keaton Beach Boat Ramp located at 20131 Beach Road, Perry, Florida 32348 and Steinhatchee Boat Ramp located at 100 1st Avenue SE, Steinhatchee, Florida 32359.

Quality Assurance and Quality Control:
With the County Engineer serving as Project Manager, quality assurance and quality control is ensured. This will enable the County to make any changes or take corrective measures (if needed) immediately.

Measure III. Post-Construction
Purpose:
Data collection will include data documenting the linear feet of dredging completed and if the improved baseline is met or exceeded and if not documentation as to why it was not.

Methods:
Contractor will be required to provide documentation on linear feet of channels, canals, and basin dredged and amount of materials disposed of. The County's Project Manager will also be on-site to document dredging and disposal of materials.

Schedule/Timing and Frequency:
It is estimated the dredging project will be completed and project close out by 06/30/2024. Pre-construction data will be reported a minimum of quarterly with construction (dredging) data being reported a minimum of monthly.

Sample Size:
Not applicable.

Site Locations:
Keaton Beach Boat Ramp located at 20131 Beach Road, Perry, Florida 32348 and Steinhatchee Boat Ramp located at 100 1st Avenue SE, Steinhatchee, Florida 32359.

Quality Assurance and Quality Control:
Quality Assurance and Quality Control will be ensured by the County Engineer serving as Project Manager and being on-site to oversee the actual dredging and hauling and disposal of dredged

materials. The County Engineer has over 25 years of experience overseeing coastal construction projects.

Anticipated Statistical Analysis

Analysis for Metric 1 (Linear Feet of Transport Channel Improved):

Measure I. Pre-Construction Requirements

Pre-construction activities does not require any type of statistical analysis.

Measure II. Construction

No statistical analysis is expected. The construction (dredging and disposal) does not require statistical analysis. The project requires documentation of linear feet of channels, canals, and ramp basin dredged and disposed of.

Measure III. Post-Construction

No statistical analysis is anticipated or needed for the dredging project.

Unforeseen Event Contingency

Contingency plans for Metric 1 (Linear Feet of Transport Channel Improved):

Measure I. Pre-Construction Requirements

In the unlikely event a qualified contractor does not bid on the dredging project, the County will determine why no bids or proposals were received and re-advertise and amend bid documents. The procurement process will comply with 2 CFR 200 and all federal standards and guidelines as well as the RESTORE Council. No delays are expected or anticipated.

Measure II. Construction

In the event the contractor's contract needs extended, the timeline of the project milestones will be amended and extended. With the County working closely with the contractor and serving as Project Manager, this project should be completed well within grant timelines. The County anticipates the contractor completing the dredging in "off season" months to have minimal negative impact on tourism and this also assists in eliminating unforeseen weather events during Florida's hurricane season. The County is making every effort to eliminate unforeseen events through pre-planning efforts.

Measure III. Post-Construction

Not applicable. With the County serving as Project Manager and directly administering the grant, unforeseen event contingency planning is not applicable.

GULF CONSORTIUM

Consistency with Local or Regional Planning/Monitoring Efforts

Keaton Beach and Steinhatchee Boat Ramps dredging project is consistent with the RESTORE Council Comprehensive Plan Goals. The project is consistent with local planning and the County's Capital Improvement Plan. The project is also consistent with the Multi Year Improvement Plan (MYIP) which was required for Pot 1 Trust Fund expenditures and planning.

Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

$0

Metric 1: Linear Feet of Transport Channel Improved

Measure I. *Pre-Construction Requirements*

Activities will include preparation of bid documents, and award of contract and execution thereof with the selected contractor. All procurement documents will be provided to the RESTORE Council and the Department of Treasury and stored on the County server. The County will not be expending any RESTORE funds for Observational Data Collection. $0 are budgeted.

Measure II. *Construction*

The County will provide the RESTORE Council and the Department of Treasury documentation of the dredging and disposal of materials. Linear feet of channels, canals, and ramp basin dredged will be documented and provided. All permitting documents and contractor procurement documents will be provided as part of the data collection. The documents will be available and stored on the County's server. The County will not be expending any RESTORE funds on Observational Data Collection.

Measure III. *Post-Construction*

Not applicable. All Observational Data materials will be stored on the County's server and archived. All Observational Data will be provided electronically to the RESTORE Council and Department of Treasury with grant management and reporting materials. The County will not be expending any RESTORE funds for this measure.

Estimated total budget for observational data reporting:

$0. No RESTORE funds will be used for data reporting.

Estimated budget for contingency monitoring:

$0. No RESTORE funds will be used for data reporting.

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

Observational data collection costs:

No RESTORE funds will be expended.

Observational data reporting costs:

No RESTORE funds will be expended.

Contingency monitoring:

No RESTORE funds will be expended.

Data Review and Reporting

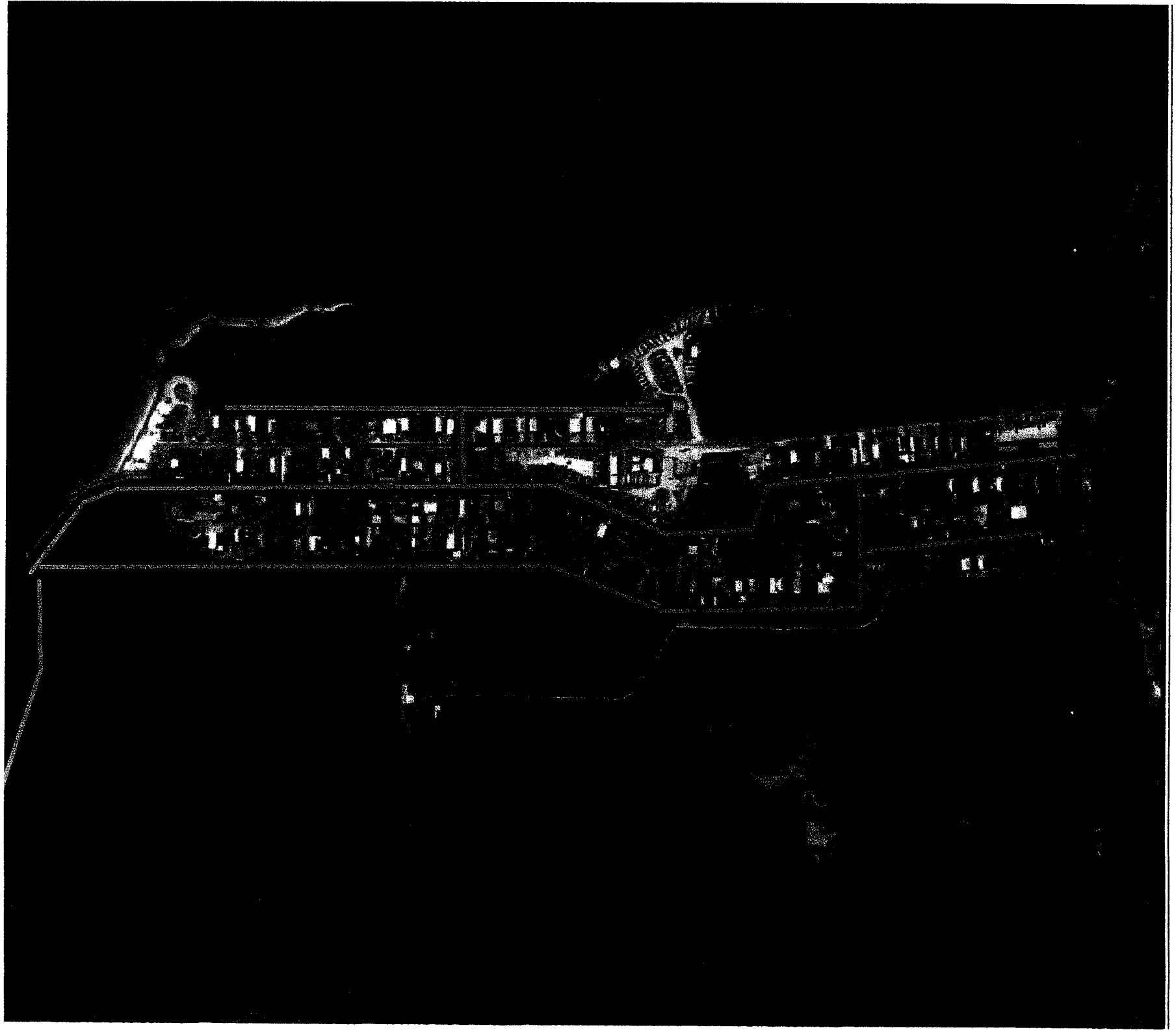
Not applicable. No RESTORE funds will be used for data review and reporting.

Literature Cited

Not applicable at this time.

Leveraged Funds — No Leveraged Funds Will Be Used

	input data here ↓	Notes
Status		dropdown options
Source		Name of organization providing funding
Source Type		The type of organization or affiliation of the leveraged funding source
Type		dropdown options
Description	Though no leveraged funds are being included in the grant application budgets, Pot 1 Gulf Coastal Restoration Trust Funds will be used to fund a portion of the Keaton Beach and Steinhatchee Boat Ramps dredging project(s). As indicated in the SEP Amendment, the dredging project has a total estimated cost of $2,800,000. The County currently is using Pot 1 funds to fund the CEI services being provided by Wood Environment & Infrastructure Solutions, Inc. Wood will complete all design, engineering, required studies and surveys, permitting, and technical specifications required for the bid documents to procure the dredging contractor. Wood will be preparing the data collection neccessary for the success of the project as well as grant management and reporting. Due to the County's fiscal constraints, it is anticipated the Keaton Beach and Steinhatchee Boat Ramps dredging project(s) will be fully funded with Pot 1 and Pot 3 RESTORE Act funds.	Enter any relevant additional information applicable to this source of leveraged funding. For instance, for a source of leveraged funding that has been pledged, you could provide the date that those funds would be available.
Planned Amount		The amount of leveraged funding from this source.



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T: 352.332.3318
www.woodplc.com

December 03, 2021

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

Via email: county.engineer@taylorcountygov.com

Subject: Revised Scope of Services – Keaton Beach Dredging and Sediment Disposal Planning
Taylor County Dredging Project

Wood Project No. 600771x01

Dear Mr. Dudley,

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

PROJECT APPROACH

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

'Wood' is a trading name for John Wood Group PLC and its subsidiaries

Keaton Beach Dredging Project in Taylor County Objectives

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

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

Project Objectives, Limits and Tasks

Objective:

1. Reestablishing navigation

Limits:

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

Tasks:

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

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

SCOPE OF WORK

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

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

TASK 1 – CONCEPTUAL DESIGN AND DATA COLLECTION

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

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

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

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

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

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

Deliverable

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

Total for Task 1 .....$5,304.00

TASK 2 –SURVEY

Hydrographic Survey

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

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

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

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

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

Upland Disposal Site Survey

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

Deliverable

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

Total for Task 2 .....$26,168.40

TASK 3 – SEDIMENT DATA COLLECTION AND SAMPLING

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

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

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

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

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

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

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

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

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

Deliverable

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

Total for Task 3 .....$18,514.75

TASK 4 –60% DESIGN PLANS

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

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

Upon submittal of 60% design plans to the County, Wood will plan, organize and coordinate a project associated public meeting (or up to two (2) maximum) to obtain additional input from the community. The meeting(s) will be to present and obtain feedback on the 60% plans. Wood will prepare a flyer for surrounding property owners and prepare a media release for the County to distribute and post to their website, setup and attend a public meeting, and obtain feedback from the public. This task assumes Wood will not pay for meeting notifications and the County will supply a meeting place.

Deliverable

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

Total for Task 4 .....$17,673.40

TASK 5 – PERMITTING

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

Wood will perform the following services under this task:

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

Assumptions

1. Wood has included $250 for Permit Application fee.
2. Archeological assessments are only anticipated for unpermitted DMMAs. Wood will write a letter to DHR to ascertain the locations of any historic sites and work around those areas.

3. The ecological assessment includes a preliminary investigation for the presence of protected species and resources. If species-specific surveys or benthic resource surveys are required by permitting agencies, Wood can provide a separate cost proposal for these services.

Deliverable

Wood will provide electronic copies of the permit application packages.

Total for Task 5 .....$8,841.60

TASK 6 –CONSTRUCTION BID DOCUMENTS

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

Deliverable

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

Total for Task 6 .....$8,632.00

TASK 7 - CONSTRUCTION ADMINISTRATION/OBSERVATION AND PROJECT CLOSEOUT

1. Participate in Pre-Bid meeting.
2. Review and respond to prospective bidder's questions.
3. Review Contractor's technical qualifications.
4. Providing a recommendation of award.
5. Plan and coordinate a pre-construction meeting (including regulatory agency representatives as needed).
6. Attend a Construction Kickoff Meeting
7. Full time on-site construction inspections
8. The effort is based on the material quantities developed in the PER prepared by JEA in 2016. The assumption is dredging 150 cubic yards per day.
9. Inspector(s) will submit weekly reports to the County by the Tuesday following the weekly oversight and inspections.
10. Wood will review in-water infrastructure along the canals for compliance with regulatory guidelines and will document such infrastructure within a preconstruction survey. Once compiled and evaluated, Wood will prepare a list of those properties with infrastructure that is found to be noncompliant with regulatory guidance and/or is reasonably expected to negatively affect planned dredging operations and removal of dredge material. As the dredge may require to operate close to these existing bulkheads, pilings, and other in-water infrastructure, a property owner wavier would be necessary to address potential disputes regarding the contractor's possible failure to dredge acceptably or as a result of actual or alleged

damage. Wood will assist the County's Legal Staff in preparing, finalizing and distributing property owner wavier documents for owners with anticipated and/or noncompliant issues. Wood will further coordinate and assist Taylor County Legal Staff with addressing and resolving any issues arising from these situations.

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

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

Deliverable

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

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

FEES

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

ASSUMPTIONS

1. This proposal assumes that the County will pay any additional permitting and mitigation fees, as applicable, associated with this project.
2. Wood has obtained the Jones Edmunds Preliminary Engineering Report dated September 2016. Any backup information used to generate this report that the County might have would assist Wood with the project.
3. Wood will assist the County with public meeting(s) associated with this contract. The County will provide the location and will provide notification to stakeholders about the meeting.

AUTHORIZATION

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

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

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.

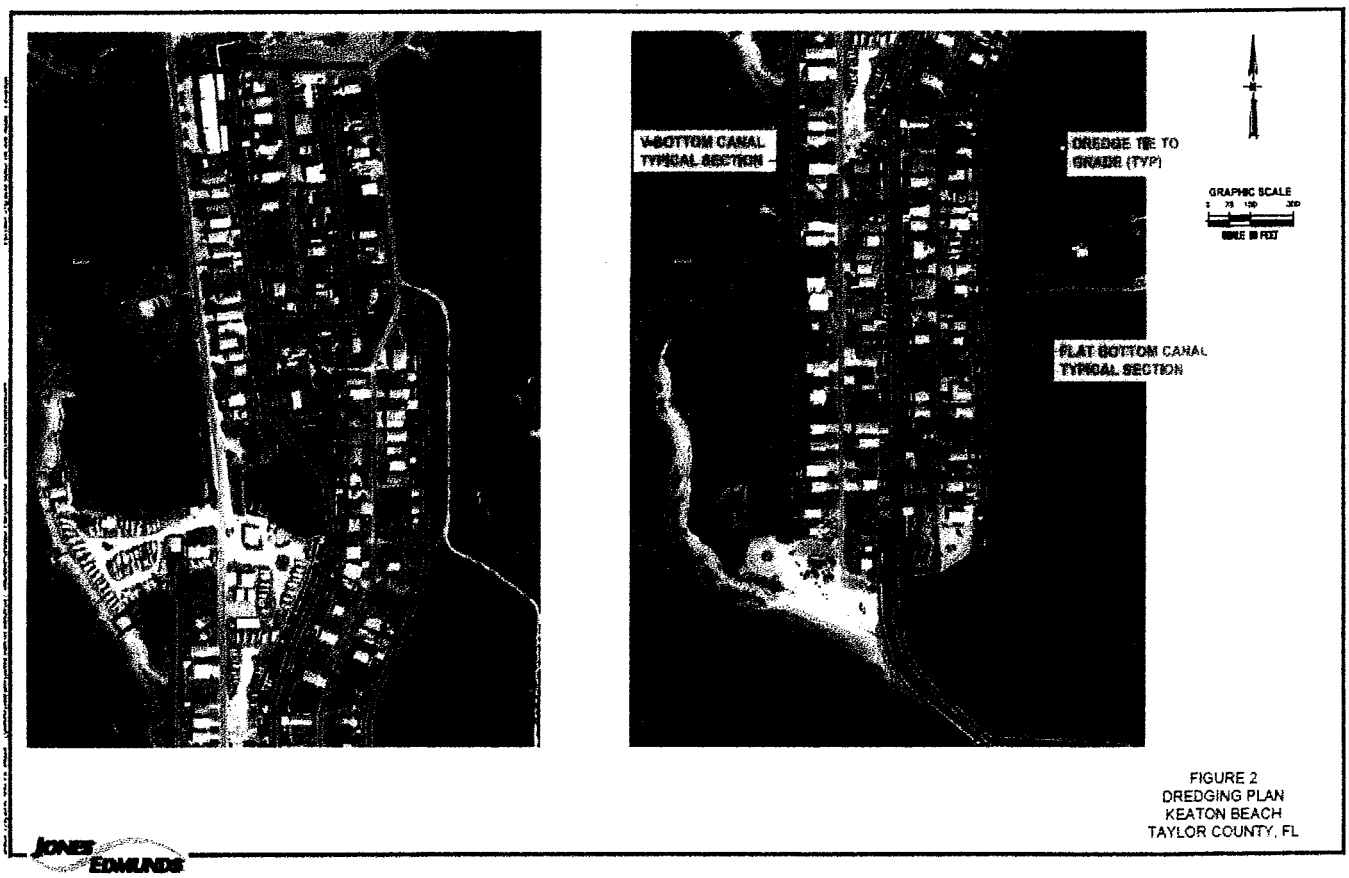
Charlene Stroehlen, PE
Principal Engineer/PM
Direct Tel: 352-333-2620
E-mail: charlene.stroehlen@woodplc.com

Christine Mehle, PE, CFM
Service Line Lead

CS/CM/AH
Attachments

FIGURES

Figure 1 - Keaton Beach Dredge Plan from Jones Edmunds 2016



TABLES

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

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

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

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

Wood Environment & Infrastructure Solutions, Inc.
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Newberry, FL 32669
USA
T: 352.332.3318
www.woodplc.com

December 3, 2021

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

Via email: county.engineer@taylorcountygov.com

Subject: Scope of Services – Steinhatchee Boat Ramp Dredging and Sediment Disposal Planning
Taylor County Dredging Project

Wood Project No. 600771x02

Dear Mr. Dudley,

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

PROJECT APPROACH

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

Steinhatchee Boat Ramp Dredging Project in Taylor County Objectives

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

'Wood' is a trading name for John Wood Group PLC and its subsidiaries

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

Project Objectives, Limits and Tasks

Objective:

1. Reestablishing navigation

Limits:

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

Tasks:

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

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

SCOPE OF WORK

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

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

TASK 1 – CONCEPTUAL DESIGN AND DATA COLLECTION

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

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

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

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

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

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

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

Deliverable

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

Total for Task 1 ..... $2,894.30

TASK 2 –SURVEY

Hydrographic Survey

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

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

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

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

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

Upland Disposal Site Survey

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

Deliverable

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

Total for Task 2 .....$11,517.60

TASK 3 – SEDIMENT DATA COLLECTION AND SAMPLING

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

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

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

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

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

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

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

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

Deliverable

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

Total for Task 3 ..... $7,775.40

TASK 4 –60% DESIGN PLANS

1. Wood will complete one (1) combined site visit and project review meeting. The dredge locations, containment-dewatering areas, piping, sediment processing equipment, and staging areas will be reviewed during the site visit. Wood will inspect proposed locations; identify any problems and special design concerns, and potential alternative locations. The project review meeting will be conducted to evaluate the proposed project design, methods, and recontouring to be included in the design and permitting packages.
2. Wood will address comments of the Conceptual Design Plans from the County. The Conceptual Plans will be used during the permitting pre-application meetings.
3. Upon County approval of conceptual design plans, Wood will prepare 60% design plans and an opinion of probable project construction costs. The 60% design plans will address sediment removal dewatering and placement efforts. The 60% plans will also include the location of utilities if any are located within the project area such as overhead electric lines, underground sewer and water, and communication lines. Once approved by the County, 60% design plans will be submitted, along with required permit application documents for approval.
4. Upon submittal of 60% design plans to the County, Wood will plan, organize and coordinate a project associated public meeting to obtain additional input from the community. The meeting will be to present and obtain feedback on the 60% plans. Wood will prepare a flyer and a media release for the County to distribute and post to their website, setup and attend a public meeting, and obtain feedback from the public. This task assumes Wood will not pay for meeting notifications and the County will supply a meeting place.

Deliverable

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

Total for Task 4 .....$10,329.80

TASK 5 – PERMITTING

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

Wood will perform the following services under this task:

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

Assumptions

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

Deliverable

Wood will provide electronic copies of the permit application packages.

Total for Task 5 .....$6,993.20

TASK 6 –CONSTRUCTION BID DOCUMENTS

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

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

Deliverable

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

Total for Task 6 ..... $6,884.00

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

1. Participate in Pre-Bid meeting.
2. Review and respond to prospective bidder's questions.
3. Review Contractor's technical qualifications.
4. Providing a recommendation of award.
5. Plan and coordinate a pre-construction meeting (including regulatory agency representatives as needed).
6. Attend a Construction Kickoff Meeting
7. Full time on-site construction inspections
    a) The effort is based on the material quantities developed in the PER prepared by JEA in 2016. The assumption is dredging 300 cubic yards per day for a total of 21 days.
    b) Inspector(s) will submit weekly reports to the County by the Tuesday following the weekly oversight and inspections.
8. Wood will review in-water infrastructure along the canals for compliance with regulatory guidelines and will document such infrastructure within a preconstruction survey. Once compiled and evaluated, Wood will prepare a list of those properties with infrastructure that is found to be noncompliant with regulatory guidance and/or is reasonably expected to negatively affect planned dredging operations and removal of dredge material. As the dredge may require to operate close to these existing bulkheads, pilings, and other in-water infrastructure, a property owner wavier would be necessary to address potential disputes regarding the contractor's possible failure to dredge acceptably or as a result of actual or alleged damage. Wood will assist the County's Legal Staff in preparing, finalizing and distributing property owner wavier documents for owners with anticipated and/or noncompliant issues. Wood will further coordinate and assist Taylor County Legal Staff with addressing and resolving any issues arising from these situations.

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5. Report all issues, deficiencies, and areas of concern along with the Corrective Actions taken to resolve deficiencies.
6. Coordinate Applications for Payment for Submission, Review, and subsequent Reimbursement, Grant Requirements, and Auditing where appropriate.

7. Ancillary elements that are incidental to the primary services but deemed necessary to complete the Project.
8. Project closeout.

Deliverable

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

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

FEES

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

ASSUMPTIONS

1. This proposal assumes that the County will pay any additional permitting and mitigation fees, as applicable, associated with this project.
2. This proposal assumes Wood will be able to conduct this work in conjunction with the work described in the Keaton Beach Canal dredging project.
3. Wood has obtained the Jones Edmunds Preliminary Engineering Report dated September 2016. Any backup information used to generate this report that the County might have would assist Wood with the project.
4. Wood will assist the County with public meeting(s) associated with this contract. The County will provide the location and will provide notification to stakeholders about the meeting.

AUTHORIZATION

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

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

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

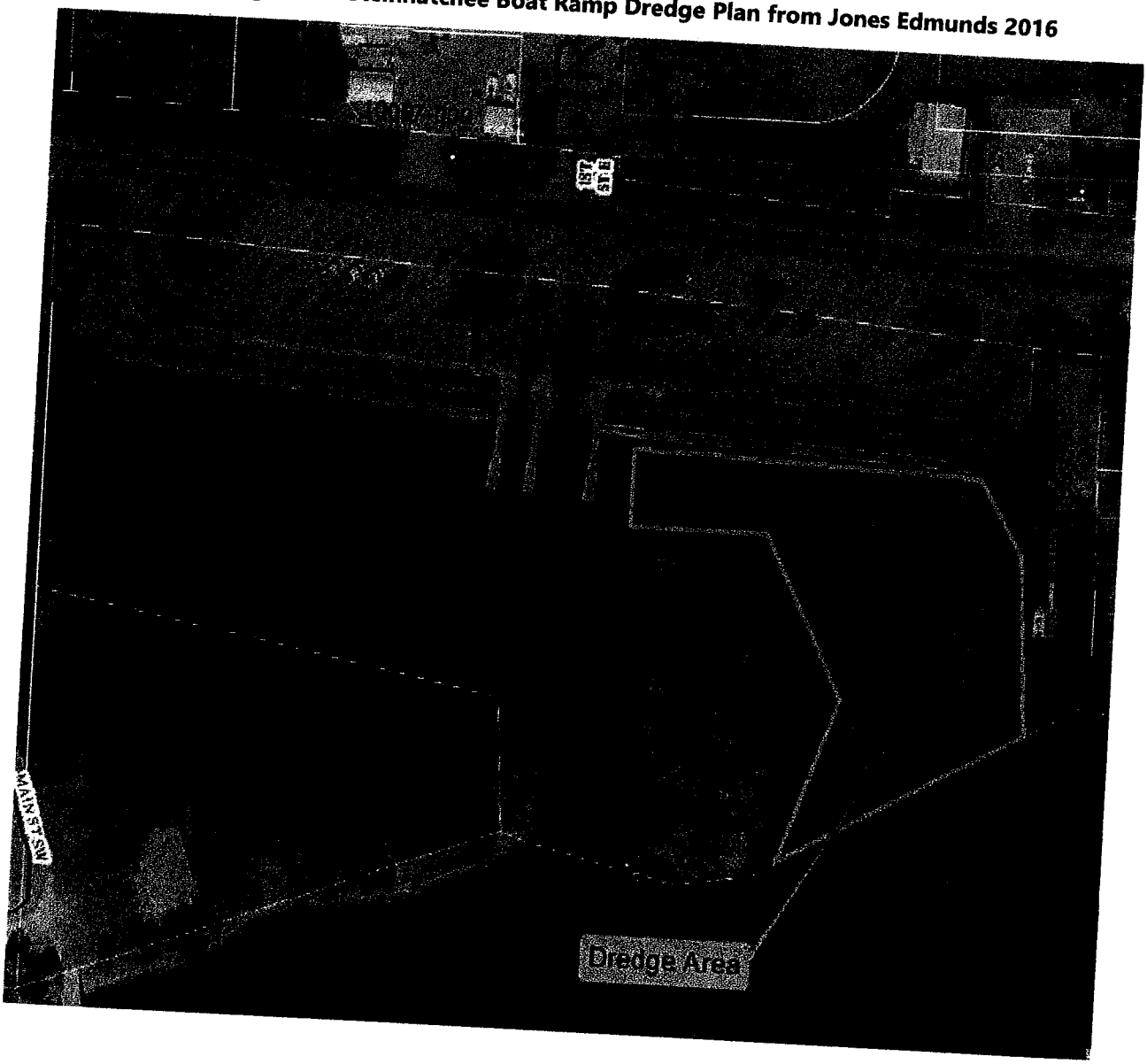
Charlene Stroehlen, PE
Principal Engineer/PM
Direct Tel: 352-333-2620
E-mail: charlene.stroehlen@woodplc.com

Christine Mehle, PE, CFM
Service Line Lead

CS/CM/AH
Attachments

FIGURES

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



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Total DDT	3.89	51.7
Dieldrin	0.715	4.3
Endosulfan	ID	ID
Endrin	ID	ID
Gamma chlordane		NA"
Heptachlor	ID	ID
Heptachlor epoxide	ID	ID
Lindane (gamma-BHC)	0.32	0.99
Toxaphene	ID	ID
Phthalates (SQAGs in µg/kg)		
Bis(2-ethylhexyl)phthalate	182	2647

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

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12

TAXLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to ratify Grant Agreement 3-12-0064-018-2022 between the Federal Aviation Administration (FAA) and Taylor County in the amount of $22,000. The grant is awarded through the Airport Rescue Grant Program and is to be used for operational costs and improvements related to combat the spread of pathogens at Perry Foley Airport.
MEETING DATE REQUESTED:	January 4, 2022.

Statement of Issue: Board to ratify Grant Agreement 3-12-0064-018-2022.

Recommended Action: Board to ratify above referenced Grant Agrement in the amount of $22,000.

Fiscal Impact: The County has been awarded $22,000 to be expended on airport operational expenses and/or improvements related to combating the spread of pathogens at Perry Foley Airport. There is no match required from the County.

Budgeted Expense: Y/N This is a new grant with no match required from the County. A new budget has been submitted to the Finance Department.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Airport has been awarded $22,000 through the FAA Airport Rescue Grant Program. This program is related to the Covid19 Pandemic funding for revenue airports lost as a result of the pandemic. This is the third grant the County has received for Perry Foley Airport related to the pandemic. The first grant was in the amount of $20,000, and the second was $9,000. No match has been required from the County. The previous grants were used to fund the Airport Managers salary and benefits, replace the worn awnings at the terminal, repairs to runway lighting, airport utilities, and the purchase of safety supplies.

Attachments: Grant Agreement 3-12-0064-018-2022

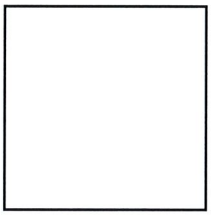
Marsha Durden

From: LaWanda Pemberton
Sent: Wednesday, December 15, 2021 4:51 PM
To: Marsha Durden; Agenda
Subject: FW: Completed: You're copied on "FPY-SOG-3-12-0064-018-2022-Grant Agreement"
Attachments: FPY-SOG-3-12-0064-018-2022-Grant Agreement (part 1) - signed.pdf; FPY-SOG-3-12-0064-018-2022-Grant Agreement - audit.pdf

Placeholder next agenda, please.

From: FAA [mailto:echosign@echosign.com]
Sent: Wednesday, December 15, 2021 4:02 PM
To: juan.brown@faa.gov; rebecca.h.harper@faa.gov; FAA - AIP <9-AWA-ARP-Soar-CoreGroup@faa.gov>; Thomas Demps <tdemps@taylorcountygov.com>; Conrad C. Bishop, Jr. <lawbishop@fairpoint.net>; Bart Vernace <bart.vernace@faa.gov>
Cc: Melody Cox <melody.cox@taylorcountygov.com>; migdalia.williams@faa.gov; LaWanda Pemberton <LPemberton@taylorcountygov.com>; stephen.wilson@faa.gov; chastity.clark@faa.gov
Subject: Completed: You're copied on "FPY-SOG-3-12-0064-018-2022-Grant Agreement"





FAA - AIP cc'd you on

FPY-SOG-3-12-0064-018-2022-Grant Agreement

Open agreement

Attached is the final agreement between:

- FAA
- Bart Vernace

U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

November 15, 2021

Ms. Melody Cox
Director of Administration
Taylor County Board of Commissioners
201 East Green St.
Perry, FL 32347

Dear Ms. Cox:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0064-018-2022 for Perry-Foley Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 18, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Bart Vernace, P.E.
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 15, 2021

Airport/Planning Area Perry-Foley Airport

Airport Rescue Grant No. 3-12-0064-018-2022

Unique Entity Identifier 065887796

TO: Taylor County Board of County Commissioners
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 2, 2021, for a grant of Federal funds at or associated with the Perry-Foley Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Perry-Foley Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Perry-Foley incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $22,000, allocated as follows:

   $22,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 18, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.

3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:

   a. Will be maintained and used at the airport for which they were purchased; and

   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

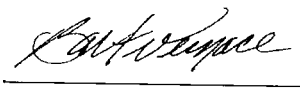
c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 15, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated December 15, 2021

Taylor County Board of County Commissioners

(Name of Sponsor)

Thomas Demps

Thomas Demps (Dec 15, 2021 14:06 EST)

(Signature of Sponsor's Designative Official/Representative)

By: Thomas Demps

(Type Name of Sponsor's Designative Official/Representative)

Title: Chairperson

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Conrad C. Bishop, Jr. , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at December 15, 2021

By: Conrad C. Bishop, Jr.
Conrad C. Bishop, Jr. (Dec 15, 2021 16:02 EST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.**

    It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Taylor County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 2, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

FPY-SOG-3-12-0064-018-2022-Grant Agreement

Final Audit Report 2021-12-15

Created:	2021-11-15
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWM62LNO2dSULEwY5ongTVHTt6AWbqOnX

"FPY-SOG-3-12-0064-018-2022-Grant Agreement" History

Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2021-11-15 - 5:27:36 PM GMT- IP address: 155.178.180.14

Document emailed to Bart Vernace (bart.vernace@faa.gov), juan.brown@faa.gov and rebecca.h.harper@faa.gov for signature. One of them to sign
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Signature Date: 2021-12-15 - 9:02:04 PM GMT - Time Source: server- IP address: 67.158.160.173

POWERED BY Adobe Sign

Agreement completed.

2021-12-15 - 9:02:04 PM GMT

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13

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT TO BE SUBMITTED TO FLORIDA STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUREAU OF ENTOMOLOGY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR
MEETING DATE REQUESTED:	01/03/2022

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: $38,025.37

Budgeted Expense: $36,960.34

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT (CONTRACT) TO RECEIVE STATE GRANT FUNDING FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Options: APPROVE/NOT APPROVE

Attachments: STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

DocuSign Envelope ID: A9530C15-A8C7-489C-81DE-F2BDF22FACBD

ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

Division: **AGRICULTURAL ENVIRONMENTAL SER** Date: **12/06/2021**

Contract Manager: **YOUNG, STEPHANIE R** Contract : **28472**

Contract Period: **Upon Execution** To **09/30/2022** Org Code: **42130103001**

Procurement Method: **EXEMPT - GOVERNMENT AGENCIES**

Appropriation Category: **050896** EO: **A2**

Funding: General Revenue: **NO** Federal Funding: **NO** Obj. Code: **751002**

Trust Fund Name **GENERAL INSPECTION TRUST FUND DACS**

Services Required:

Mosquito Control oversight to State Mosquito Control District pursuant to Chapter 388 Florida Statute.

Vendor Name: **TAYLOR COUNTY MOSQUITO CONTROL**

Commodity Code: Contractor's FEID# **F596000879019**

Rate of Compensation: Contract Amount: **$38,025.37**

Division Director: _____ _____
Signature Date

Authorized Supervisor: _____ _____
Signature Date

********** **BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY** **********

Contract Administrator: Joseph Duncan 12/15/2021
Signature Date

Legal Section: Stephen Cunningham 12/15/2021
Signature Date

Finance and Accounting: _____ _____
Signature Date

Purchasing Director: _____ _____
Signature Date

Planning and Budgeting: _____ _____
Signature Date

DACS-01084 05/01

Scan Documents using Request Number : **16202490**

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ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number **28472**

Original Contract Amt **$38,025.37** DFS Contract Type **GD**

Long Title **TAYLOR COUNTY MOSQUITO CONTROL**

Short Title **TAYLOR COU** Authorized Advance Payment **N**

Execution Date Effective Date Expiration Date **09/30/2022**

State Term Contract or Alternate Source ID

Contract Exempt Justification

Government Agency

Agency Solicitation Num

Business Case Study **N** Case Study Date

Legal Challenges to Procurement **N**

Legal Challenge Description

Contract Statutory Authority **388.261 FLORIDA STATUTE**

Provide for Administrative Cost **N** Administrative Cost Percent %

Provide for Periodic Increase **N** Periodic Increase Percent %

Was the Contract Function Previously performed by the State? **N**

Was the Contract Function Considered for Insourcing Back to the State? **N**

Did the Vendor make Capital Improvements on State Property? **N**

Capital Improvement Description

Value of Capital Improvements?

Value of Unamortized Capital Improvements?

Contract involves State or Fed Financial Aid State Fed **Y**

Recipient Type **C** **LOCAL GOVERNMENT**

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Vendor List

F596000879	TAYLOR COUNTY MOSQUITO CC	3750 HIGHWAY 98 WEST	0000000

Funding Sets

42130103001	A2	751002	050896	$ 38,025.37	10/01/2021	NR
42202321001421601000005089600				GENERAL INSPECTION TRUST FUND D		

Division List

AGRICULTURAL ENVIRONMENTAL SERVICE

Approvers List

OSLAND, JEAN L	12/07/21 08:43	AES FISCAL LIAISON
OSLAND, JEAN L	12/07/21 08:44	AES DIVISION DIRECTOR
DUNCAN, JOSEPH	12/10/21 13:00	CONTRACT ADMIN 1ST STOP
SMITH, ANGELA H	12/10/21 17:18	POLICY AND BUDGET
KORTEQUEE, ZARIATOU	12/14/21 16:47	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	12/15/21 08:46	GENERAL SERVICES
DUNCAN, JOSEPH	12/15/21 14:18	CONTRACT ADMIN FINAL

DocuSign Envelope ID: A9530C15-A8C7-489C-81DE-F2BDF22FACBD

Deliverables

85111704 **Mosquito management or control services**

FIXED FEE / UNIT RATE **$38,025.37**

Non Price Justification

PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.

Source Documentation Reference Page

Major Deliverable

Florida Statute Chapter 388 and Rule 5E-13 Florida Administrative Code to conduct arthropod/mosquito control.

Performance Metrics

Detailed Work Plan Budget (FDACS-13623, Rev. 07/13) by July 15th
2. Operational Work Plan for Mosquito Control (FDACS-13666, Rev. 07/13) July 15th
3. Annual Certified Budget (FDACS-13617, Rev. 07/13) September 30th
4. Any changes to the Annual Certified Budget on Arthropod Control budget amendment form (FDACS-13613, Rev. 07/13)
5. Mosquito Control Monthly Report - State Funds (FDACS-13650, Rev. 07/13) 30 days after the last day of each month for October-August reports 60 days after the last day of the month for September reports.
6. Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13) 30 days after the last day of each month for October-August reports 60 days after the last day of the month for September reports.
7. Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) 30 days after the last day of each month.

Financial Consequences

The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.

CSFA

42.003	MOSQUITO CONTROL

CFDA

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FDACS CONTRACT# 28472

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Taylor County Mosquito Control, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period Upon Execution - September 30, 2022

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-

13, Florida Administrative Code to conduct arthropod/mosquito control.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:

A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **July 15, 2022** as part of the application/re-application process for state aid for fiscal year 2022-2023. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.

B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **September 30, 2022**. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.

C. Submit a monthly financial report and supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than

sixty days after the close of each fiscal year for September reports.

D. Submit a monthly financial report and supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT on the form "Mosquito Control Monthly Report - Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

E. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

F. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.

G. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

2.4 Financial Consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT, except that the DEPARTMENT in its sole discretion may grant a written extension of one or more deliverable deadlines upon prior written notification from RECIPIENT and for good cause shown. If RECIPIENT fails to meet one or more of deliverables A, C, D, or E of Section 2.3 hereof, due on or before August 30, 2022, then in addition to any other available remedies the DEPARTMENT shall reduce payment by a 5% reduction of the corresponding quarters invoice.

- Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13)
- Mosquito Control Monthly Report - State Funds (FDACS-13650, Rev. 07/13)

- Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13)

2.5 Department Services. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows: An amount not to exceed **$38,025.37** payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in this AGREEMENT.

3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIEPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

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

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 RECIPIENT acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter

413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.

5.2 RECIPIENT acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

5.3 RECIPIENT acknowledges and agrees that, pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who

has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

5.6 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.7 RECIPIENT shall not discriminate on the basis of race, sex, gender identity, sexual orientation, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.8 RECIPIENT shall comply with Section 20.055, Florida Statutes.

5.9 RECIPIENT represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for by law.

5.10 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:

6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.

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

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and

following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

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

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

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

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.

7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii)disallow all or part of the cost of the services not in compliance; and/or (iii)wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which

may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained

by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.

8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.6 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.7 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.

8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity applies.

9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is **Stephanie Young, Agriculture Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address Stephanie.Young@FDACS.gov**.

The contract manager for the RECIPIENT is **LaWanda Peterson (Interim), Director, Taylor County Mosquito Control, 3750 Highway 98 West, Perry, Florida 32347.**

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, catalog of State Financial Assistance, Mosquito Control Research, 42.003, **$38,025.37.**

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

ARTICLE 11: EXECUTIVE COMPENSATION (To The Extent Applicable)

11.1 The RECIPIENT shall within ten (10) business from execution of this agreement confirm in a writing signed by an authorized official whether or not the RECIPIENT receives fifty (50) percent or more of its current budget from funds provided by the State of Florida, or from a combination of funds received from the State of Florida or the United States Government. Current shall mean the current tax year, as well as the tax year immediately prior.

11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the RECEIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation for of the RECIPIENT's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.

11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 RECIPEINT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.

11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of $100 per calendar day until the report is delivered.

11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Casey Drake	
Signature	Signature
Division of Administration	
Title	Title
12/16/2021	
Date	Date

DocuSign

Certificate Of Completion

Envelope Id: A9530C15A8C7489C81DEF2BDF22FACBD
Status: Sent
Subject: Please DocuSign: FDACS Contract# 28472 TAYLOR COUNTY MOSQUITO CONTROL
Source Envelope:
Document Pages: 23
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Sarah A. South
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Sarah.South@fdacs.gov
IP Address: 167.95.10.98

Record Tracking

Status: Original
December 15, 2021 | 16:11
Holder: Sarah A. South
Sarah.South@fdacs.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Florida Department of Agriculture and Consumer Services
Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Duncan Joseph.Duncan@FDACS.Gov Signing Group: Contract Administrator Security Level: Email, Account Authentication (None)	Joseph Duncan Signature Adoption: Pre-selected Style Using IP Address: 167.95.10.165	Sent: December 15, 2021 | 16:14 Viewed: December 15, 2021 | 16:29 Signed: December 15, 2021 | 16:29
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephen Cunningham Stephen.Cunningham@fdacs.gov Legal Security Level: Email, Account Authentication (None)	Stephen Cunningham Signature Adoption: Pre-selected Style Using IP Address: 68.47.155.218	Sent: December 15, 2021 | 16:29 Viewed: December 15, 2021 | 19:36 Signed: December 15, 2021 | 19:36
Electronic Record and Signature Disclosure: Accepted: December 15, 2021 | 19:36 ID: 997c9d93-9439-433a-8ccc-c9eb758ca43f		
Casey Drake Casey.Drake@fdacs.gov Signing Group: Division Security Level: Email, Account Authentication (None)	Casey Drake Signature Adoption: Pre-selected Style Using IP Address: 73.118.78.128	Sent: December 15, 2021 | 19:36 Viewed: December 16, 2021 | 08:01 Signed: December 16, 2021 | 08:02
Electronic Record and Signature Disclosure: Accepted: December 16, 2021 | 08:01 ID: af830839-86b3-4342-8160-5a14d9e1e886		
MOSQUITO.TECH@TAYLORCOUNTYGOV.COM MOSQUITO.TECH@TAYLORCOUNTYGOV.COM Security Level: Email, Account Authentication (None)		Sent: December 16, 2021 | 08:02 Viewed: December 20, 2021 | 08:26
Electronic Record and Signature Disclosure: Accepted: December 20, 2021 | 08:26 ID: b79bd1ca-450f-47fa-9910-18e91074558c		

Signer Events	Signature	Timestamp
Sarah A. South Sarah.South@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Stephanie.Young@fdacs.gov Stephanie.Young@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: December 16, 2021 | 08:02
George.Hayslip@fdacs.gov George.Hayslip@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: December 16, 2021 | 08:02
Procurement procurement@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	December 15, 2021 | 16:14

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

(14)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING MOSQUITO CONTROL ANNUAL CERTIFIED BUDGET AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR
MEETING DATE REQUESTED:	1/3/2022

Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ANNUAL CERTIFIED BUDGET

Options: APPROVE/NOT APPROVE

Attachments: MOSQUITO CONTROL ANNUAL CERTIFIED BUDGET

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL

Submit to:
Mosquito Control Program
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

County or District **Taylor**

FISCAL YEAR: **2021-2022**

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	$63,377.00	$63,377.00	
334.1	State Grant	$38,998.00	$0.00	$38,998.00
362	Equipment Rentals	$0.00	$0.00	$0.00
337	Grants and Donations	$0.00	$0.00	$0.00
361	Interest Earnings	$0.00	$0.00	$0.00
364	Equipment and/or Other Sales	$0.00	$0.00	$0.00
369	Misc./Refunds (prior yr expenditures)	$0.00	$0.00	$0.00
380	Other Sources	$0.00	$0.00	$0.00
389	Loans	$0.00	$0.00	$0.00
TOTAL RECEIPTS		$0.00	$0.00	$0.00
Beginning Fund Balance		$102,375.00	$63,377.00	$38,998.00
Total Budgetary Receipts & Balances		$0.00	$0.00	$0.00
		$102,375.00	$63,377.00	$38,998.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	$51,213.00	$28,241.00	$22,972.00
20	Personal Services Benefits	$17,903.00	$6,861.00	$11,042.00
30	Operating Expense	$925.00	$925.00	$0.00
40	Travel & Per Diem	$0.00	$0.00	$0.00
41	Communication Serv	$775.00	$775.00	$0.00
42	Freight Services	$0.00	$0.00	$0.00
43	Utility Service	$275.00	$275.00	$0.00
44	Rentals & Leases	$0.00	$0.00	$0.00
45	Insurance	$1,284.00	$1,284.00	$0.00
46	Repairs & Maintenance	$1,425.00	$1,425.00	$0.00
47	Printing and Binding	$0.00	$0.00	$0.00
48	Promotional Activities	$0.00	$0.00	$0.00
49	Other Charges	$100.00	$100.00	$0.00
51	Office Supplies	$580.00	$580.00	$0.00
52.1	Gasoline/Oil/Lube	$3,900.00	$3,900.00	$0.00
52.2	Chemicals	$23,495.00	$18,511.00	$4,984.00
52.3	Protective Clothing	$200.00	$200.00	$0.00
52.4	Misc. Supplies	$0.00	$0.00	$0.00
52.5	Tools & Implements	$0.00	$0.00	$0.00
54	Publications & Dues	$300.00	$300.00	$0.00
55	Training	$0.00	$0.00	$0.00
60	Capital Outlay	$0.00	$0.00	$0.00
71	Principal	$0.00	$0.00	$0.00
72	Interest	$0.00	$0.00	$0.00
81	Aids to Government Agencies	$0.00	$0.00	$0.00
83	Other Grants and Aids	$0.00	$0.00	$0.00
89	Contingency (Current Year)	$0.00	$0.00	$0.00
99	Payment of Prior Year Accounts	$0.00	$0.00	$0.00
TOTAL BUDGET AND CHANGES		$102,375.00	$63,377.00	$38,998.00
0.001	Reserves - Future Capital Outlay	$0.00	$0.00	$0.00
0.002	Reserves - Self-Insurance	$0.00	$0.00	$0.00
0.003	Reserves - Cash Balance to be Carried Forward	$0.00	$0.00	$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	$0.00	$0.00	$0.00
TOTAL RESERVES ENDING BALANCE		$0.00	$0.00	$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		$0.00	$0.00	$0.00
ENDING FUND BALANCE		$102,375.00	$63,377.00	$38,998.00
		$0.00	$0.00	$0.00

I certify that the budget shown was adopted on this 20th Day of September 2021

SIGNED: Rawanda Pemberton / County Administrator
For Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: _____
Mosquito Control Program

FDACS-13617 Rev. 07/13

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG).
MEETING DATE REQUESTED:	~~1/18/2022~~ 01/03/2022

Statement of Issue: FLORIDA DEPARTMENT OF LAW ENFORCEMENT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR 10/01/2021 TO 9/31/2022.

Recommended Action: APPROVE

Fiscal Impact: $17,208.50

Budgeted Expense: N/A

Submitted By: UNDERSHERIFF MARTY TOMPKINS

Contact: 850-843-0440

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE UTILIZED TO PAY FOR THE DRUG TASK FORCE UTILITIES AND EQUIPMENT.

Options: APPROVE / NOT APPROVE

Attachments: 1) ACCEPTASNCE OF FEDERAL FUNDING ASSISTANCE- NEEDING CHAIRPERSON SIGNATURE, AND
2) APPLICATION FOR FUNDING ASSISTANCE DOCUMENT

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2021-JAGC-TAYL-2-3B-154

Project Title: TAYLOR COUNTY DRUG TASK FORCE

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Taylor County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature _____ Date _____

Printed Name and Title _____

Taylor County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature _____ Date _____

Printed Name and Title _____

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature _____ Date _____

Cody Menacof, Bureau Chief
Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2021-JAGC-TAYL-2-3B-154

Project Title: TAYLOR COUNTY DRUG TASK FORCE

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S49173: At the time of application approval, the Taylor County Board of Commissioners had not submitted a current EEO Plan to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S49176: WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the subrecipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

Ref# S49177: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S50309: The inventory system for the subgrantee does not appear to comply with all federal requirements identified in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.310-316, specifically related to [Insert Applicable Language]. All subaward equipment tracking and documentation must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S50310: WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for travel expenses, the Subrecipient must submit a grant adjustment to modify the budget narrative to clearly define reason for travel, costs to be included, the destination, dates of travel, and an approximate total.

Ref# S50344: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Subgrant Recipient

Organization Name: Taylor County Board of Commissioners
County: Taylor

Chief Official

Name: Thomas Demps
Title: Chairperson
Address: 201 East Green Street
City: Perry
State: FL **Zip:** 32347-2737
Phone: 850-838-3500 **Ext:** 6
Fax:
Email: lpemberton@taylorcountygov.com

Chief Financial Officer

Name: Gary Knowles
Title: Clerk of Court
Address: 108 North Jefferson Street
City: Perry
State: FL **Zip:** 32347-3231
Phone: 850-838-3506 **Ext:** 113
Fax:
Email: gknowles@taylorclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Implementing Agency

Organization Name: Taylor County Sheriff's Office
County: Taylor

Chief Official

Name: Wayne Padgett
Title: Sheriff
Address: 108 North Jefferson Street
Suite 103
City: Perry
State: FL **Zip:** 32347-3252
Phone: 850-584-4225 **Ext:**
Fax:
Email: wpadgett@tcsofl.org

Project Director

Name: James Lee
Title: Captain/Operations Commander
Address: 108 North Jefferson Street
#103
City: Perry
State: FL **Zip:** 32347-3252
Phone: 850-584-4225 **Ext:**
Fax: 850-584-7016
Email: buddy.lee@taylorsheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Project Information

Project Title: TAYLOR COUNTY DRUG TASK FORCE
Subgrant Recipient: Taylor County Board of Commissioners
Implementing Agency: Taylor County Sheriff's Office
Project Start Date: 10/1/2021 **End Date:** 9/30/2022

Problem Identification

In 1992, The Taylor County Sheriff's Office initiated the Taylor County Drug Eradication Task Force to combat the continual drug problems in Taylor County. This was made possible by federal funding. Currently the budget for the Taylor County Board of Commissioners does not have the resources to provide for the necessary expenses needed by the Taylor County Sheriff's Drug Eradication Task Force. Grant funding will provide the assistance necessary for this much needed equipment and supplies. The Drug Task Force operates within the 1,052 square mile area encompassing Taylor County. Taylor County's large area of woodlands makes it a prime area to manufacture cannabis.

The County also has many traversable waterways including the Fenholloway River, Econfina River, Steinhatchee River, Aucilla River and the Gulf of Mexico coastline. Additionally, it is believed that waterways are being used to transport controlled substances in Taylor County due to the fact that our coastline is mostly undeveloped. Past investigations have netted crops ranging from 100 to 2,500 marijuana plants per site. Many man hours were spent on surveillance of organizations and eradication teams on these crops with a limited number of arrests occurring due to the lack of needed personnel. Aerial cannabis eradication operations are limited due to the unavailability of aircraft and funding.

Additional resources are being sought to assist in these areas. Taylor County continues to have problems with habitual offenders who are in the market of selling illegal drugs. Significant increases in the number of murders, burglaries, thefts, and other drug related crimes can be directly related to the drug epidemic. The drug task force has, in the past couple of years, received numerous complaints from residents in and around small churches concerning drug sales in these neighborhoods and took immediate action to correct and curtail this activity. Many man-hours or surveillance and buy operations are conducted to minimize the amount of drugs being transported in and out of the county and many mid-to-upper level dealers have been incarcerated due to these efforts. However, due to the multi-tier levels of these drug operatives, what were once low-to mid-level dealers, primarily juveniles, have stepped up operations and are now taking the place of those dealers who have been incarcerated.

This is a continuation JAGC program grant for Expenses for the TAYLOR COUNTY DRUG ERADICATION TASK FORCE, grant #2020-JAGC-TAYL-3-5R-167. This grant was awarded for the project period 10/1/2020-9/30/2021 in the amount of $18,536.00. Cocaine, cannabis, methamphetamines, and pharmaceutical drugs are the primary drugs of choice for users in Taylor County, investigations have netted drug dealers responsible for smuggling illegal drugs to the area. Past and current investigations have been very successful in dismantling drug trafficking organizations. Investigative techniques continually change because local dealers are becoming more educated in

law enforcement investigation techniques. Through many drug investigations and arrests, a large number of street dealers have been identified as being able to monitor the movement of law enforcement units through the County, hindering the crackdown of on all levels of drug operations. During this grant cycle, a total of 117 narcotic arrest have been made with an additional 180 reports written, dealing with suspects and on-going criminal investigation.

Project Summary (Scope of Work)

The Taylor County Sheriff's Office has staff and resources to form the Taylor County Drug Eradication Task Force. The County Drug Investigators are responsible for overseeing all drug related operations involving the Task Force, to include but not limited to, organizing surveillance, gathering confidential information, requesting search warrants, and compiling data to determine drug operations and techniques. Together they work directly with numerous federal, state and local agencies to accomplish their mission. The Task force organizes and maintains confidential source files which include paying for information and working with confidential informants. The Task Force concentrates on the eradication of all controlled substances covered under Florida Statue 893. The investigators conduct eradication investigations, which include under cover surveillance, aerial surveillance and coastal interdiction. These investigations target street-level, mid-level and high level drug trafficking organizations. Information is gathered, compiled and entered into the computer allowing investigators to connect informants, dealers and other related suspects together to determine if there is any organizational structure to the operations in the area.

This grant will continue to assist in the operational costs to run the Drug Task Force, which will include utilities, Program operations, Annual Maintenance, training, Repairs, Equipment Maintenance, Office Maintenance and Repairs. The Task Force will follow the Taylor County Sheriff's Office purchasing policy. Purchase order are filled out for items that are purchased followed by an invoice and a check is then issued. All purchases will be maintained and shown on our expenditure report which is also reconciled with our bank statements. Once expenses have been selected, quotes will be obtained, a vendor identified and purchase orders submitted by the Project Director.

All activities discussed in the scope of work or project deliverables are for Drug Task Force operations.

This grant greatly benefits the Drug Task Force, the officers and the citizens of Taylor County.

The timeline for the procurement of equipment and supplies will be determined during the course of the grant period. Due to this grant being a continuation grant, we have a recurring timeline set to accomplish our goals to continue to work to identify drug manufacturers, users, and dealers within the County. The Taylor County Drug Task Force will use the funds to help continue to run this program efficiently.

This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point of Contact. By utilizing funds for this project, the

subrecipient and implementing agency agree to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national systems, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS Security Policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under F.S. 943.06.

Taylor County will use grant funds to continue to pay for the utilities, supplies, and task force related costs. Deliverables will be completed in accordance with the contractual agreements between the subrecipient and their local vendor/providers.

Documentation of deliverables performed by the subrecipient and their local vendor/providers must be maintained by the subrecipient and made available for monitoring. Example documentation includes, but is not limited to: procurement records (including quotes,solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, etc.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested on the financial expenditure/claim report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Application for Funding Assistance

Florida Department of Law Enforcement

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Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 99

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 22570

Question: What is the address of the location being used to provide services for this project?

Answer: 2762 Pisgah Road Perry, FL 32347

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) 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)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
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General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: Yes

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Our agency will be using NAIDS, ROCIC, LP POLICE

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of these

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Conducting social media via Facebook and agency website. Facebook update as needed. We will also be attending community meetings. (Monthly)

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: We are also active in K-12 school programs.

Measure: General 11

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Goal: Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.
Our agency goal is for the Taylor County Drug Task Force to continue to work identifying drug manufactures, users, and dealers within the county. This grant funding helps develop evidence leading to the arrest and successful prosecution of all those identified during the investigations.

Measure: General 12

Goal: Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?
Yes

Measure: General 13

Goal: Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).
Uncooperative defendants and legal prosecution problems. If it were not for the JAGC funding we would not be able to continue our work.

Measure: General 14

Goal: Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?
Yes

Measure: General 11b

Goal: What major activities are planned for each of your goals listed in question 11?
Using funds to continue identifying new targets while working with the DEA. Continue to pay for the utilities and supplies to keep our task force running.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Goal: Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?
Yes

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State Purpose Area: 4T - Training

Objectives and Measures

Objective: Attending Training - Questions for all recipients attending training.

Measure: Training A1

If your staff will attend training with JAG funds during the grant period, what type of training will they attend? If more than one training will be attended, answer for each separately. Answer from the following list: Certification Training, In-service/annual training, skill building, leadership/management, conference, other (please describe).

Goal: Skill building, drug trends, and investigative techniques, etc.

Measure: Training A2

Provide a short description of the training/conference which will be attended with JAG funds. If more than one training/conference will be attended, describe each separately.

Goal: Undercover training and operations that will include new drug trends and tactical operations when dealing with drug dealers, grow houses and basic/general knowledge.

Measure: Training A3

If your staff will attend a training/conference with JAG funds during the reporting period, how many hours will the training course last? A one day course is typically classified as an 8-hour course while a week long course is typically classified as a 40 -hour course. If more than one, describe each separately.

Goal: 40 hours in a week is normal for each type of class.

Measure: Training A4

If your staff will attend training/conference during the reporting period, how many individuals will attend the training/conference using JAG funds? If more than one training/conference was attended, answer for each separately.

Goal: Only Taylor County Drug Task Force members will attended training that is payable under the grant.

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General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$17,208.50	$0.00	$17,208.50
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$17,208.50**	**$0.00**	**$17,208.50**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? Yes

PGI Reporting Frequency : Quarterly

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Budget Narrative:

Budget Narrative:
Expenses: $17,208.50

Taylor County will procure the following services to be provided between 10/01/2021 - 9/30/2022 for task force program operations.
Approximately 12 months of annual maintenance for alarm system -estimate of $540.00
Approximately 12 months of services for Copier/Printing Service - estimate of $1,056.00
Approximately 12 months of Building Utilities which include power, cable/internet services - estimate of $2,404.00.
Total for all services approx. = $4,000.00

Confidential Funds: Approximately $2,500.00 including the purchase of services (P/S) (such as travel transportation of an informant: the lease of an apartment, business front, aircraft or boat, or similar effects to create the appearance of affluence and / or meals, beverages, entertainment, and similar expenses (including buy money, flash rolls, etc.) for undercover purposes, within reasonable limits): the purchase of evidence (P/E) such as purchase evidence and/ or contraband, such as narcotics, and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identify of a participant in a crime; and the purchase of specific information (P/I) (such as the payment of monies, to an informant for specific information). All use of confidential funds will be in accordance with the federal requirements and documented accordingly.

All other possibly expenses for the Task Force = approximately $10,708.50

Training equipment: - including video screens, projector, and AV training aids. Travel and training: professional development of task force members, including registration fees, per diem, hotel, airfare, ground transportation or other expense related to narcotics investigations training. Also included are fees related to task force member participation and access to drug enforcement courses and information. Training will be provided to officers involved in task force operations as deemed necessary once training types, locations and training calendars obtained.

Operational expenses and investigative supplies: including Task Force and all-terrain vehicle maintenance and repair (such as tires, batteries, oil changes, mechanical or body repair), vehicle equipment (such as tool or lock boxes, lights, sirens, tinting), vehicle rental for undercover operations, drug kits/ supplies, undercover disguise or tactical items for person or vehicle (such as snake boots, web gear, camouflage pants, jackets hats in the federally approved camouflage pattern, BDU clothing, holsters/ belts, rifle slings, Taser cartridges, digital equipment chargers), ultra low light camera, dual lenses camera, DVR kits, infrared illuminators, tactical vest carriers, tools and tool kits, cell phone data retrievers and safety equipment/ supplies to dismantling methamphetamine laboratories, hand sanitizers, evidence containers, tarps, film, cables, digital recorders, and hotel lodging expenses for undercover operations.

Program Operations: including costs for maintaining the task forces offsite location

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Budget Narrative (Continued):

(such as maintenance and equipment for a/c repair, septic repair, well repair, security system, surveillance cameras, furniture repair or replacement).

Communications: including phones, cell phones, phone cards & computer and peripheral equipment (such as laptops, desktops, monitors, printers, mouse, hard drives, tablets, air cards or computer connectivity items).

Office equipment and supplies: including copier, fax, printers and general office supplies (such as paper, postage, computer programs, ink cartridges, toner, pens, pencils, memo pads, highlighters, paper clips, envelopes, dry erase boards, file folders, binders, CD/DVD's, tape, notepads, book cases).

Total Cost: $17,208.50

The above listed item(s) may include additional individually priced, operationally necessary accessories, components. and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, annual subscriptions, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

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Section Questions:

Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: Not applicable

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: Not applicable

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: Not applicable

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: No

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 1500

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: Not applicable

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is $10,000 or more, include a Sole Source Justification Form.

Answer: No

OFFICE OF CRIMINAL JUSTICE GRANTS
SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A. Definitions
- Subparts B-D. Administrative Requirements
- Subpart E. Cost Principles
- Subpart F. Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
- Title 34, U.S. Code, Crime Control and Law Enforcement
- Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
- Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswegpumbraco.prod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds: non-collectible items; procedure
- Section 215.97, F.S., Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:
FY2020 National Criminal History Improvement Program (NCHIP) guidance
(https://www.bjs.gov/index.cfm?ty=tp&tid=47) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance
(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means 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. Improper payment also includes 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.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation
in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application 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;

3) 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 (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a). Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42. Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG. SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at
https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at
https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E- "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source costing $10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must 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 as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/[illegible]/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

1) [illegible] Sharing Systems (RISS) members may access the training through the secure RISS portal. [illegible] may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
2) Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
3) [illegible] was previously provided with a preauthorization code, you may register for the training using that [illegible] accessing the "JOIN NOW / SIGN UP" menu button located on the top left side of the home page. Enter your [illegible] and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at Home page - 28 CFR Part 23 Online Training (ncirc.gov).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction.

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain: a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.ojp.gov/funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency 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. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at http[redacted].pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must 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 (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https[redacted]Conduct_Trafficking.htm

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable: such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

17.0Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;

b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks

2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

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TAXLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider the approval of letter in support of the North Florida Economic Development Partnership (NFEDP).**
MEETING DATE REQUESTED:	**January 3, 2022**

Statement of Issue: For 2022 grant application funding for the NFEDP

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The North Florida Economic Development Partnership has request a letter of support in order to apply for the 2022 Regional Rural Development grant. The NFEDP actively pursues opportunities for economic development and growth for Taylor County.

Options: Approve/ Not Approve

Attachments: Letter of Support
Email from NFEDP

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone
(850) 584-2433 Fax

Monday, January 3, 2021

The Honorable Glenn Hunter, Chairman
North Florida Economic Development Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, Florida 32303

Dear Chairman Hunter

On behalf of the Taylor County Board of County Commissioners, this letter is being sent in support of the North Florida Economic Development Partnership's (NFEDP) 2022 Regional Rural Development Grant application to be submitted to the Florida Department of Economic Opportunity to benefit the economic development and growth of the North Florida Rural Area of Opportunity (RAO).

Taylor County has been a member of the NFEDP since the inception of the Partnership and continues to support its growth and successes through its active participation, and Taylor County's per capita membership dues paid annually. We anticipate continued progress for all 14 counties in the North Central Florida RAO and are pleased to actively participate in the many initiatives and efforts to promote economic development within the NFEDP.

Sincerely,

Thomas Demps
Chairperson

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, December 14, 2021 8:04 AM
To: Marsha Durden; Agenda
Subject: FW: 2022 Regional Rural Development Grant County Letter of Support
Attachments: Draft Letter of Support 12-13-2021.docx

Placeholder for the January 3rd meeting.

From: Diane Scholz [mailto:dscholz@iog.fsu.edu]
Sent: Monday, December 13, 2021 2:07 PM
To: james.bennett@bakercountyfl.org; Kennie.downing@bakercountyfl.org; Darryl Register (dregister@bakerchamberfl.com) <dregister@bakerchamberfl.com>; Will Sexton <will_sexton@bradfordcountyfl.gov>; Alyssa Winston <alyssa_winston@bradfordcountyfl.gov>; Pam Whittle <pam@northfloridachamber.com>; Evans, Patricia <evans.patricia@ccbg.com>; David Kraus (david_kraus@columbiacountyfla.com) <david_kraus@columbiacountyfla.com>; Glenn Hunter (ghunter@columbiacountyfla.com) <ghunter@columbiacountyfla.com>; Jennifer Goff <jgoff@columbiacountyfla.com>; Duane Cannon <duane.cannon@dixie.fl.gov>; Martha McCaskill <martha.mccaskill@dixie.fl.gov>; Carol West (cmckwest@bellsouth.net) <cmckwest@bellsouth.net>; dsmith@gilchrist.fl.us; Bobby Crosby (bcrosby@gilchrist.fl.us) <bcrosby@gilchrist.fl.us>; Donna Creamer <dcreamer@gilchrist.fl.us>; Louie Goodin <lgoodin@hamiltoncountyfl.com>; Serena Creech (screech@hamiltoncountyfl.com) <screech@hamiltoncountyfl.com>; Parrish Barwick <pbarwick@jeffersoncountyfl.gov>; 'Chris Tuten' <ctuten@jeffersoncountyfl.gov>; smetty <smetty@jeffersoncountyfl.gov>; Steve Land <sland@lafayetteclerk.com>; h.mccrayDistrict2@windstream.net; Matt Brooks (District5@levycounty.org) <district5@levycounty.org>; 'Wilbur Dean ' <dean-wilbur@levycounty.org>; George Buckner III (gbuckner@cfec.com) <gbuckner@cfec.com>; director@naturecoast.org; Donnie Waldrep (District2@madisoncountyfl.com) <district2@madisoncountyfl.com>; Sherilyn Pickels <admin@madisoncountyfl.com>; Doug Brown <dobro8656@gmail.com>; Commissioner Larry Harvey <larry.harvey@putnam-fl.com>; terry.suggs@putnam-fl.gov; Jimmy Norris <jimmyn@suwcountyfl.gov>; Charissa Setzer - Suwannee County (charissas@SUWCOUNTYFL.GOV) <charissas@suwcountyfl.gov>; LaWanda Pemberton <LPemberton@taylorcountygov.com>; Tisha Penny <tcdaperry@gmail.com>; 'Wallace Holmes' <holmesw32347@yahoo.com>; Jimmy Williams <jwilliams@unioncounty-fl.gov>
Cc: Jeffrey Hendry <jhendry@fsu.edu>
Subject: 2022 Regional Rural Development Grant County Letter of Support

Good afternoon! The NFEDP is in the preparation process to apply for its 2022 Regional Rural Development Grant which is main funding source for the organization. The Florida Department of Opportunity requires that each one of the 14 member counties provide a letter of support on county letterhead and signed by the BOCC chair. I have attached a draft letter in Word as a basic template, but you are welcome to add to it if you wish. Please return your county's letter as soon as possible so we can submit the 2022 application. Thanks!

Diane Scholz
Florida Institute of Government-FSU
North Florida Economic Development Partnership
Director, Rural & Economic Development Services
3200 Commonwealth Blvd., Suite 7
Tallahassee, FL 32303
Mobile: 850.728.5191

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider the approval of lease amendment No. P00019 with the Veteran's Administration.**
MEETING DATE REQUESTED:	**January 3, 2022**

Statement of Issue: To continue VA clinic lease

Recommended Action: Approve

Fiscal Impact: $12,854.28 lease received

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: These supplemental agreements are for years 1 and 2 of 5 year lease option for leasing of the VA Clinic in Perry. This clinic provides VA services directly in Taylor County.

Options: Approve/ Not Approve

Attachments: Supplemental agreements

US DEPARTMENT OF VETERANS AFFAIRS **LEASE AMENDMENT**	LEASE AMENDMENT NO. P00019 TO LEASE NO. VA248-13-L-0077

ADDRESS OF PREMISES
PERRY VA CLINIC
1224 NORTH PEACOCK AVENUE
none
none
PERRY FL 32347

THIS AMENDMENT is made and entered into between
TAYLOR, COUNTY OF
whose address is

201 E GREEN ST

PERRY FL 32347

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2020 as follows:

In accordance with GSAR 570.401, Renewal Options, this Supplemental Lease Agreement is issued to exercise the Lease option year one (1) out of five (5) from October 1, 2020 through Sep 30, 2021 at the annual rate of $12,854.28 for the 1,586 net usable square feet for the leased property above. Monthly lease payments will be paid in arrears.

Notwithstanding anything to the contrary, contained in this Lease, the Government may terminate this Lease, in whole or in part by giving a 60 days written notice to the Lessor. The effective date of such termination shall be the first calendar day occurring after such 90 days. If this Lease is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination.

This Lease Amendment contains one pages.
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:	FOR THE GOVERNMENT:
Signature: _____	Signature: _____
Name: _____	Name: Sibyl Graham
Title: _____	Title: Lease Contracting Officer
Entity Name: _____	Department of Veterans Affairs
Date: _____	Date: _____

WITNESSED FOR THE LESSOR BY:
Signature: _____
Name: _____
Title: _____
Date: _____

US DEPARTMENT OF VETERANS AFFAIRS LEASE AMENDMENT	LEASE AMENDMENT NO. P00020 TO LEASE NO. VA248-13-L-0077
ADDRESS OF PREMISES PERRY VA CLINIC 1224 NORTH PEACOCK AVENUE none none PERRY FL 32347	

THIS AMENDMENT is made and entered into between
TAYLOR, COUNTY OF
whose address is

201 E GREEN ST

PERRY FL 32347

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2021 as follows:

In accordance with GSAR 570.401, Renewal Options, this Supplemental Lease Agreement is issued to exercise the Lease option year two (2) out of five (5) from October 1, 2021 through Sep 30, 2022 at the annual rate of $12,854.28 for the 1,586 net usable square feet for the leased property above. Monthly lease payments will be paid in arrears.

Notwithstanding anything to the contrary, contained in this Lease, the Government may terminate this Lease, in whole or in part by giving a 60 days written notice to the Lessor. The effective date of such termination shall be the first calendar day occurring after such 90 days. If this Lease is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination.

This Lease Amendment contains one pages.
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Sibyl Graham
Title: Lease Contracting Officer
Department of Veterans Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

TAYLOR COUNTY PLANNING BOARD
Planning Board Agenda Item

SUBJECT/TITLE:	Board to hold public hearing to consider adoption of an ordinance amending the Comprehensive Plan to include a Property Rights Element.
MEETING DATE REQUESTED:	January 3, 2022

Statement of Issue: Adoption of Property Rights Element to Comprehensive Plan

Recommended Action: Hold public hearing

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Due to recent changes to Section 163.3177(6), Florida Statutes: "Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191.". This requirement was signed by the Governor and the county cannot process any Future Land Use Map (FLUM) amendments until the new element is adopted. Staff presently has a pending application for a land use change in the coastal area and this submittal cannot proceed until the property rights issue is completed.

The County Commission held a transmittal public hearing on November 4, 2021 and approved transmittal of the amendment to the Department of Economic Opportunity (DEO). DEO found no issues with the amendment and the purpose of this hearing is to adopt the amendment.

Options:

1. Recommend approval to the county commission
2. Recommend the BOCC not adopt the new element

Attachments:

1. Copy of legislative requirement
2. Copy of proposed new element
3. Copy of notice
4. Copy of resolution

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

January 3, 2022

Mr. D. Ray Eubanks, Plan Review Administrator
Florida Department of Economic Opportunity
Division of Community Development
107 East Madison Street
Caldwell Building, First Floor
Tallahassee, FL 32399-4120

SUBMITTED VIA ELECTRONIC PORTAL
https://floridajobs.secure.force.com/cp/

RE: DEO No. 21-01ESR Application No. CPA 21-01 (Board of County Commissioners)

Expedited State Review of Adopted Amendment to the text of the Comprehensive Plan

Dear Mr. Eubanks:

Please find enclosed a copy of the above referenced amendment to the text of the Comprehensive Plan adopted by the Board of County Commissioners on January 3, 2022, in accordance with Section 163.3184, Florida Statutes, as amended.

CPA 21-01, an application by the Board of County Commissioners, amends the text of the Comprehensive Plan by adding a Property Rights Element to the Comprehensive Plan per Section 163.3161(10), Florida Statutes, as amended and Section 187.101(3), Florida Statutes, as amended.

Please find enclosed:

1. Executed copy of the Ordinance No. _____, and
2. The adopted text in strike-through and underline format.

No additional findings other than those prescribed by law and included within the adoption ordinance, were made by the Board of County Commissioners for the adoption of the amendment.

The adopted amendment package has been sent to state and regional review agencies.

William D. Griner, County Building Official, is the person who is familiar with the amendment and can be contacted by telephone at 850.838.3500 or by email: building.director@taylorcountygov.com.

Sincerely,

Thomas Demps
Chair

Enclosures

xc: Florida Department of Agriculture and Consumer Services
Florida Department of Environmental Protection
Florida Department of State
Florida Department of Transportation
Florida Fish and Wildlife Conservation Commission
North Central Florida Regional Planning Council
Suwannee River Water Management District

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN, RELATING TO AN AMENDMENT TO THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR ADDING A PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN PER SECTION 163.3161(10), FLORIDA STATUTES, AS AMENDED AND SECTION 187.101(3), FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 21-01, by the Board of County Commissioners, to amend the text of the Comprehensive Plan, a Property Rights Element is hereby adopted, to read as follows:

XII

PROPERTY RIGHTS ELEMENT

INTRODUCTION

The following goal, objective and policies constitute the Property Rights Element, in accordance with the legislative intent expressed in Section 163.3161(10), Florida Statutes, as amended, and Section 187.101(3), Florida Statutes, as amended.

PROPERTY RIGHTS GOAL, OBJECTIVE AND POLICIES

GOAL XII - RECOGNIZE AND RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

OBJECTIVE XII.1	**In local decision making, the County shall consider the statement of rights as enumerated in Policy XII.1.1, Policy XII.1.2, Policy XII.1.3, and Policy XII.1.4.**
Policy XII.1.1	**In local decision making, the County shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.**
Policy XII.1.2	**In local decision making, the County shall consider the right of a property owner to use, maintain, develop and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.**
Policy XII.1.3	**In local decision making, the County shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.**
Policy XII.1.4	**In local decision making, the County shall consider the right of a property owner to dispose of his or her property through sale or gift.**

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

Section 5. Codifier. All text shown in **~~bold and strike through~~** is to be deleted. All text shown in **bold and underline** is adopted.

Section 6. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this 16th day of November 2021.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting, by the Board of County Commissioners this 3rd day of January 2022.

Attest:

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA

Gary Knowles, County Clerk

Thomas Demps, Chair

North Central Florida Regional Planning Council

Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

November 15, 2021

Mr. William D. Griner
County Building Official
Taylor County
201 East Green Street
Perry, FL 32347-2737

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. CPA 21-01 (Board of County Commissioners)

Ordinance
Concerning an Amendment to the
Text of the Comprehensive Plan

Dear Danny:

Please find enclosed the above referenced ordinance. **If any changes are made to this document, prior to adoption, please provide us with a copy of the revised document and identify the changes made to the document.**

The County Attorney should review the ordinance as to legal form and sufficiency.

Subsequent to adoption of the ordinance, please send a copy of the signed ordinance to me.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely

Scott R. Koons, AICP
Executive Director

Enclosures

SRK/cf

xc: Conrad C. Bishop, Jr., County Attorney
LaWanda Pemberton, County Administrator

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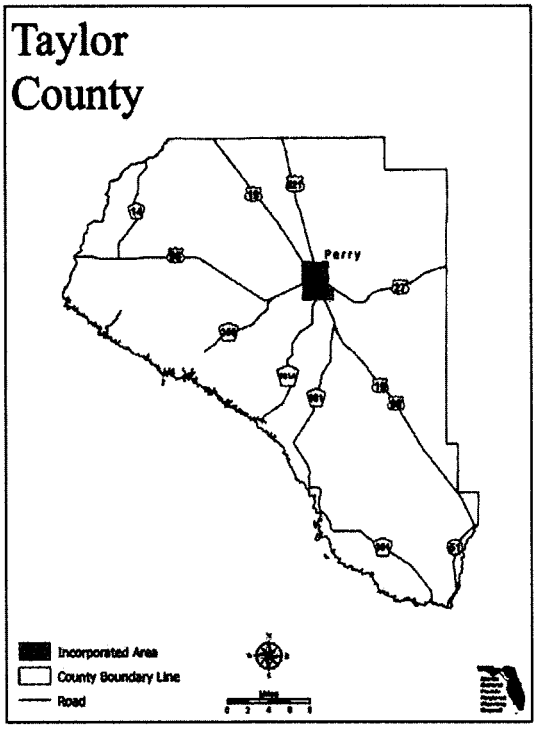
NOTICE OF LAND USE CHANGE

The Board of County Commissioners of Taylor County, Florida, proposes to change the use of land within the area shown on the map below, by amending the text of the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, as follows:

CPA 21-01, an application by the Board of County Commissioners, to amend the text of the Comprehensive Plan by adding a Property Rights Element to the Comprehensive Plan per Section 163.3161(10), Florida Statutes, as amended and Section 187.101(3), Florida Statutes, as amended.



A public hearing will be conducted by the Board of County Commissioners to consider the amendment and enactment of the ordinance adopting the amendment on January 3, 2022 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the Board of County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. The title of said ordinance shall read, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN, RELATING TO AN AMENDMENT TO THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR ADDING A PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN PER SECTION 163.3161(10), FLORIDA STATUTES, AS AMENDED AND SECTION 187.101(3), FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested persons may appear and be heard with respect to the amendment and the ordinance adopting the amendment on the date, time and place as referenced above.

Copies of the amendment and the ordinance adopting the amendment are available for public inspection at the Building and Planning Department, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearings, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact the Marsha Durden, Assistant County Administrator, at least 48 hours prior to the public hearing via telephone at 850.838.3500 Extension 7. If you are hearing or speech impaired, please contact the Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY).

Legals 12-22-21

NOTICE OF ENACTMENT OF ORDINANCE
BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appears, will be considered for enactment by the Board of County Commissioners of Taylor County, Florida, at a public hearing on January 3, 2022 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the Board of County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. Copies of the amendment and the ordinance adopting the amendment are available for public inspection at the Building and Planning Department, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinance. The title of said ordinance reads, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN, RELATING TO AN AMENDMENT TO THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR ADDING A PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN PER SECTION 163.3161(10), FLORIDA STATUTES, AS AMENDED AND SECTION 187.101(3), FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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NOTICE OF ENACTMENT OF ORDINANCE

BY THE BOARD OF COUNTY COMMISSIONERS OF

TAYLOR COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appears, will be considered for enactment by the Board of County Commissioners of Taylor County, Florida, at a public hearing on January 3, 2022 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the Board of County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. Copies of the amendment and the ordinance adopting the amendment are available for public inspection at the Building and Planning Department, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinance. The title of said ordinance reads, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN, RELATING TO AN AMENDMENT TO THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR ADDING A PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN PER SECTION 163.3161(10), FLORIDA STATUTES, AS AMENDED AND SECTION 187.101(3), FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested persons may appear and be heard with respect to the amendment and the ordinance adopting the amendment on the date, time and place as referenced above.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact the Marsha Durden, Assistant County Administrator, at least 48 hours prior to the public hearing via telephone at 850.838.3500 Extension 7. If you are hearing or speech impaired, please contact the Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY).

Publish in legal section of the TACO Times on <u>December 22, 2021.</u>

Cindy Mock

From: Danny Griner <building.director@taylorcountygov.com>
Sent: Monday, December 20, 2021 7:47 AM
To: Classifieds@Perrynewspapers. Com (classifieds@perrynewspapers.com)
Cc: Cindy Mock; LaWanda Pemberton
Subject: FW: Taylor County - Legal Notice for TACO Times - CPA 21-01 (BOCC)
Attachments: CPA_21-01_EN_newspaper.docx

Please run the attached legal ad in the Wednesday, December 22nd edition of the Taco Times. This should be run in the legal section.
Thanks,
Danny

From: Carmelita Franco <franco@ncfrpc.org>
Sent: Wednesday, December 15, 2021 6:02 PM
To: Danny Griner <building.director@taylorcountygov.com>
Cc: Scott Koons <koons@ncfrpc.org>; Sandra Joseph <joseph@ncfrpc.org>
Subject: Taylor County - Legal Notice for TACO Times - CPA 21-01 (BOCC)

It is our understanding that your office will:

a. Transmit the above referenced notice to the TACO Times **no later than 5:00 p.m. on December 20, 2021** for publication on December 22, 2021, and

b. Send a copy of the affidavit of proof of publication to me.

North Central Florida Regional Planning Council

Carmelita Franco
Planning Administrative Assistant
North Central Florida Regional Planning Council
2009 NW 67th Place, Gainesville, FL 32653-1603
Voice: 352.955.2200, ext. 125
Fax: 352.955.2209

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

Perry Newspapers Incorporated d/b/a
P.O. Box 888, Perry, FL 32348
(850) 584-5513
TACO TIMES
PERRY NEWS-HERALD

№ 000812

CIRCULATION INVOICE

_____ 20 21

W/E _____ 20 _____

Taylor Co. Board Comm.
PO Box 620
Perry, FL 32348

12/22

Dates Of Delivery	No. Delivered	No. Collected	No. Sold	Rate		Total Billed	Amount
	Tay Co. Board Comm.						
Notice of Enactment							
						+	10—
Signed by Store Clerk	12 X 1 X 1.54 X 5.74					TOTAL	$116.10

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Notice of Enactment of Ordinance
Taylor County Board of Commissioners
Notice Given

was published in said newspaper in the issues of:

December 22, 2021

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

___12/22/21__

Amy K. Sadler

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

AMY K. SADLER
MY COMMISSION # GG 200418
EXPIRES: June 23, 2022
Bonded Thru Notary Public Underwriters

NOTICE OF ENACTMENT OF ORDINANCE
BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appears, will be considered for enactment by the Board of County Commissioners of Taylor County, Florida, at a public hearing on January 3, 2022 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the Board of County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. Copies of the amendment and the ordinance adopting the amendment are available for public inspection at the Building and Planning Department, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinance. The title of said ordinance reads, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN, RELATING TO AN AMENDMENT TO THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR ADDING A PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN PER SECTION 163.3161(10), FLORIDA STATUTES, AS AMENDED AND SECTION 187.101(3), FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested persons may appear and be heard with respect to the amendment and the ordinance adopting the amendment on the date, time and place as referenced above.

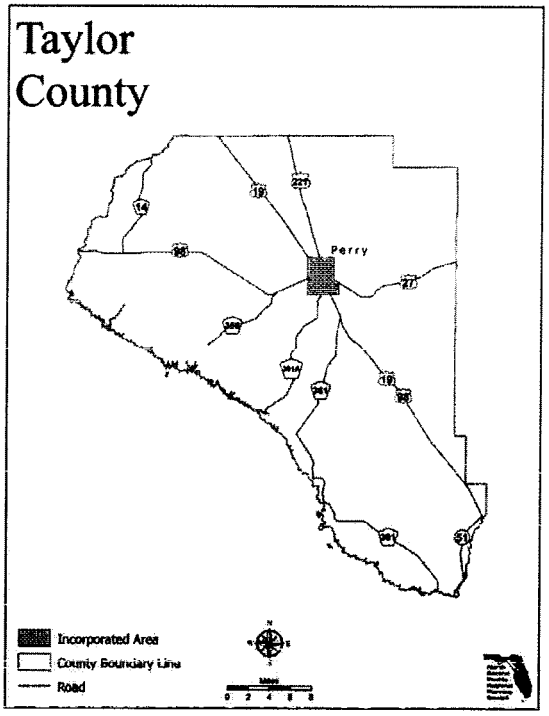
All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact the Marsha Durden, Assistant County Administrator, at least 48 hours prior to the public hearing via telephone at 850.838.3500 Extension 7. If you are hearing or speech impaired, please contact the Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY).

NOTICE OF LAND USE CHANGE

The Board of County Commissioners of Taylor County, Florida, proposes to change the use of land within the area shown on the map below, by amending the text of the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, as follows:

CPA 21-01, an application by the Board of County Commissioners, to amend the text of the Comprehensive Plan by adding a Property Rights Element to the Comprehensive Plan per Section 163.3161(10), Florida Statutes, as amended and Section 187.101(3), Florida Statutes, as amended.



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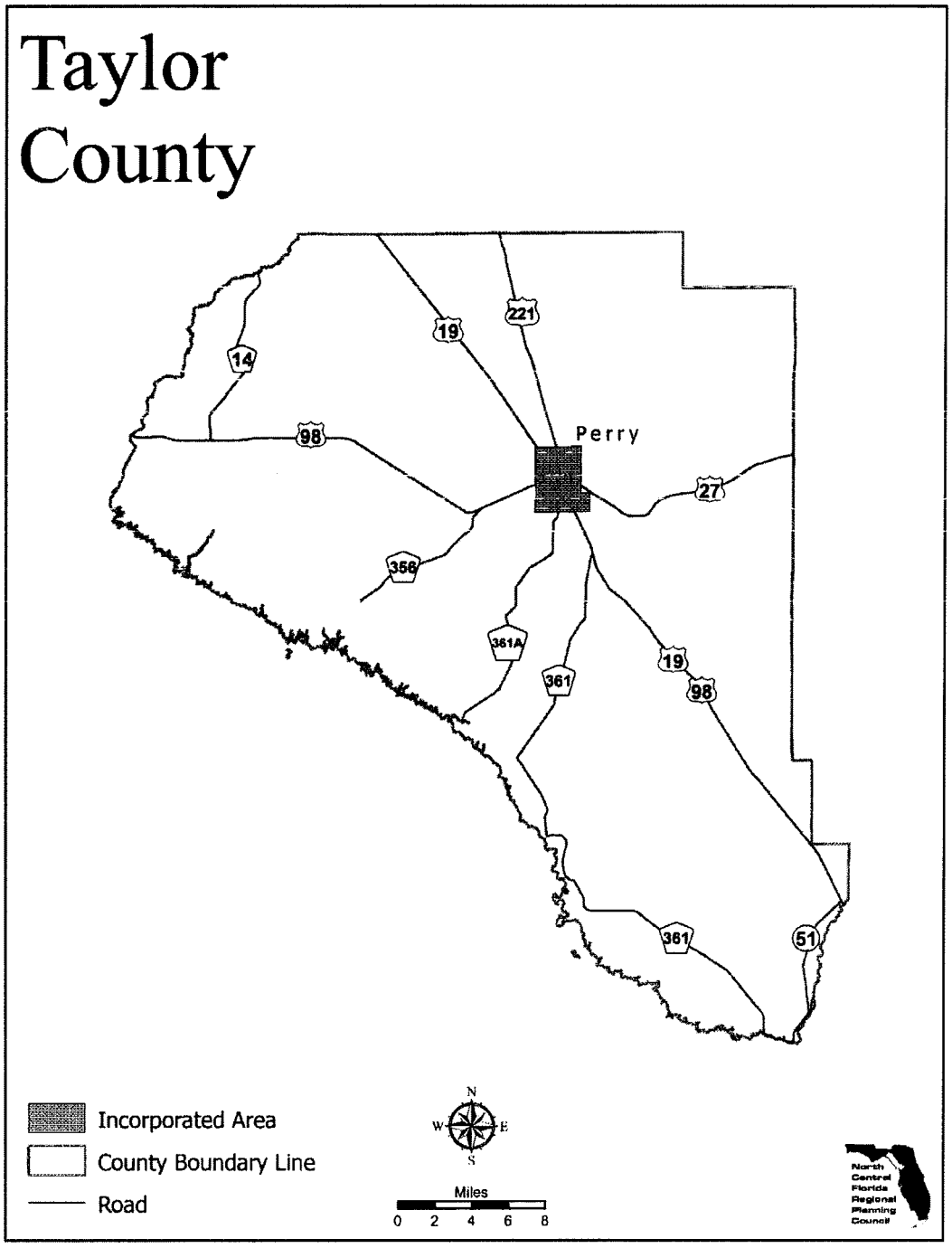

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Publish as a nonlegal display advertisement, at least two columns wide with the title - NOTICE OF LAND USE CHANGE - to be at least 18 point in size, in the TACO Times on December 22, 2021.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Keaton Beach Wake Ordinance / Signage**
MEETING DATE REQUESTED:	01/03/2022

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Will present all pertinent facts at meeting.

Options:

Attachments:

Fixed Assets Disposition List - BOCC Meeting Date 01/03/2022

Department	Asset #	Description of Property	Reason for Dispsotion
0903 - Tax collector	4549	Computer Workstation	Junked
	4895	Refrigerator	Junked
	5758	Computer Monitor	Junked
	5898	Computer Monitor	Junked
	7163	L-Shaped Desk w/hutch	Surplus
	7166	Printer Table	Surplus
	7432	Desk	Surplus
	7885	Laser Jet printer	Junked
0904 - Property Appraiser	6710	Computer Monitor	Surplus
	6712	Computer Monitor	Surplus
0905 - Clerk of Court	0060	4 drawer Filing Cabinet	Surplus
	0216	4 drawer Filing Cabinet	Surplus
	0599	File Cabinet	Surplus
	0600	File Cabinet	Surplus
	0621	File Cabinet	Surplus
	0859	File Cabinet	Surplus
	0860	File Cabinet	Surplus
	0932	Cabinet	Surplus
	0990	File Cabinet	Surplus
	1113	File Cabinet	Surplus
	1131	File Cabinet	Surplus
	1184	File Cabinet	Surplus
	1290	Pedestal Desk	Surplus
	1291	Desk	Surplus
	1508	File Cabinet	Surplus
	1566	Key Cabinet	Surplus
	1573	Lectern	Surplus
	1634	File Cabinet	Surplus
	2041	File Cabinet	Surplus

(8)

Fixed Assets Disposition List - BOCC Meeting Date 01/03/2022

2080	Pedestal Desk	Surplus
2129	File Cabinet	Surplus
2232	Desk	Surplus
2286	Desk	Surplus
2420	Microformfile	Surplus
3060	File Cabinet	Surplus
3061	File Cabinet	Surplus
3062	File Cabinet	Surplus
3247	File Cabinet	Surplus
3249	File Cabinet	Surplus
3591	PA Amp with Tape Deck	Surplus
3592	Signature Signer	Surplus
4079	Computer Credenza	Surplus
4080	Desk Hutch	Surplus
4081	Credenza	Surplus
4082	File Cabinet	Surplus
4157	Desk	Surplus
4322	File Cabinet	Surplus
4323	Bookcase	Surplus
4324	Typewriter	Surplus
4325	Typewriter	Surplus
4326	Typewriter	Surplus
4327	Typewriter	Surplus
4453	Barcode Scanner	Surplus
4543	Tv/VCR	Surplus
4544	Rolling Cart for TV	Surplus
4596	Chair	Surplus
4597	Chair	Surplus
4713	Print Server	Surplus
5154	Scanner	Surplus
5234	HP Printer	Surplus
5441	Date/Stamp Machine	Surplus
5732	Image Mouse	Surplus
5749	Chair	Surplus

Fixed Assets Disposition List - BOCC Meeting Date 01/03/2022

5872	Print Server	Surplus
5875	Print Server	Surplus
6402	Modem	Surplus
7082	Probate Tracking Package	Surplus
7122	Laptop	Surplus
7427	Credenza	Surplus

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Matching funds requested for the awarded HMGP Grant (Generators)
Meeting Date:	1/3/2022

Statement of Issue: The awarded HMGP grant to purchase and install three generators requires a match of 25%. Matching funds are needed to proceed.

Recommendation: Board to consider utilizing the General Fund reserve

Fiscal Impact: $ Up To 47,726.00 **Budgeted Expense**: Yes ☐ No ☒ N/A ☐

Submitted By: Dan Cassel

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The grant agreement provides for three standby generators (airport fueling, Fire Station 6 Keaton Beach, and Fire Station 7 Steinhatchee). These items are listed on the county LMS plan.

Options:

1.

2.

Attachments:

1. Grant Agreement

2.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Taylor County
PROJECT #:	4399-041-R
PROJECT TITLE:	Taylor County, Fire Stations and Airport, Generators
CONTRACT #:	H0606
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Kristy Anderson, Emergency Management Director 591 E. US 27 Perry, FL 32348

Enclosed is your copy of the proposed contract/modification between **Taylor County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Jenna Hayth on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 228-7111 or email me at Dawn.Davis@em.myflorida.com.

Agreement Number: 4399-041-R

Project Number: H0606

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
Sub-Recipient's unique entity identifier:	59-6000879
Federal Award Identification Number (FAIN):	FEMA-DR-4399-FL
Federal Award Date:	February 19, 2021
Subaward Period of Performance Start and End Date:	Upon execution through May 31, 2023
Amount of Federal Funds Obligated by this Agreement:	$143,178.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$143,178.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$143,178.00
Federal award project description (see FFATA):	Generator
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:	Dawn.Davis@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant 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, (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 all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(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:

Dawn Davis
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-228-7111
Email: Dawn.Davis@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

   Kristy Anderson,
   Emergency Management Director
   591 E. US 27
   Perry, FL 32348
   Telephone: 850-838-3575
   Email: kristy.anderson@taylorsheriff.org

2. 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 May 31, 2023, 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 **$143,178.00**.

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 five (5) years from the date of submission of the final expenditure report. 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(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 (30) 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)(i), 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

OR

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 fifteen (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 sixty (60) days after termination of this Agreement or sixty (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 and, 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

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 (30) 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 (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (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 (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the 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 (30) 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 200.327 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(i), 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(b), 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. 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.

e. 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."

f. 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.

g. "[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.

h. 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.

i. 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.

j. 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").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(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
xii. Attachment K – Certification Regarding Lobbying

(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 (30) 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 (30) 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 convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 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 or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified 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. **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.**

h. 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.

i. 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.

j. 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.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(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 (30) 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

a. 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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. 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.

c. 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.

d. 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(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, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the 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

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 143,178.00**

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:
   - Generators for Critical Facilities
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.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to three critical facilities in Taylor County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-041-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 an emergency 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 shall provide emergency back-up power to Fire Stations #6 and #7, and the Taylor County Perry/Foley Airport fuel island located in Taylor County, Florida 32348 and 32359.

The HMGP project shall include the purchase and installation of 100 kW permanent generators at the Taylor County Fire Rescue Stations #6 and #7, and a 50 kW generator at the Taylor County Perry/Foley Airport fuel island, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The project will also include transfer switches and electrical upgrades necessary, as well as fuel tanks. The generators will be installed on concrete pads.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

Station	Location	Coordinates
Airport	301 Industrial Park Dr., Perry, FL 32348	(30.077089, -83.573364)
FS#6	16725 Beach Road, Perry, FL 32348	(29.882013, -83.614729)
FS#7	1 12 Street NE, Steinhatchee, FL 32359	(29.674953, -83.375270)

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 the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all 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 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) Signed and Sealed copy of the As-built plans, as applicable.

e) 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. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation.

h) Proof of compliance with Project Conditions and Requirements 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, that 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, 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 backup power to Fire Stations #6 and #7, and the fuel island of the Perry/Foley Airport in Taylor County, Florida 32348 and 32359, by installing permanent generators.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

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 the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) 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.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) 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.
8) 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) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division 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 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) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be 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.

8) Special condition: The generator is supporting a critical action and must protected to the 500-year (0.2% annual chance) flood elevation. Subrecipient must submit documentation to the State and FEMA documenting which protective option they have selected.

   Source of condition: Executive order 11988 – Floodplains. No onsite monitoring is required.

This is FEMA project number **4399-041-R.** It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on February 19, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2023**.

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

State Contracting:	3	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**27**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$153,288.00	$114,966.00	$38,322.00
Labor:	$37,616.00	$28,212.00	$9,404.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$190,904.00**	**$143,178.00**	**$47,726.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$190,904.00**	**$143,178.00**	**$47,726.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$143,178.00	(75.00%)
Non-Federal Share:	$47,726.00	(25.00%)
Total Project Cost:	**$190,904.00**	**(100.00%)**

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 (60) 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
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and 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 Sub-recipient 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 Sub-

recipient, 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 Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) 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 fifteen (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 applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) 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;

(o) 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;

(p) 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;

(q) 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;

(r) 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;

(s) 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;

(t) 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;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(z) 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;

(aa) 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.;

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) 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;

(dd) 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;

(ee) 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;

(ff) 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);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(hh) 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

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient 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

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Taylor County

REMIT ADDRESS: 591 E. US 27

CITY: Perry STATE: FL ZIP CODE: 32348

PROJECT TYPE: Generator PROJECT #: 4399-041-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0606

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Taylor County PAYMENT #:

PROJECT TYPE: Generator PROJECT #: 4399-041-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0606

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *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: Taylor County

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

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

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Taylor County **PROJECT #:** **4399-041-R**

PROJECT TYPE: Generator **CONTRACT #:** **H0606**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: ____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

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 200.327).

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



Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Taylor County
Sub-Recipient's Name

H0606
DEM Contract Number

4399-041-R
FEMA Project Number

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 #: 4399-041-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 143,178.00

OBLIGATION/ACTION DATE: February 19, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 065887796

DUNS# +4: _____

*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.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency back-up power to Fire Stations #6 and #7, and the Taylor County Perry/Foley Airport fuel island located in Taylor County, Florida 32348 and 32359.

The HMGP project shall include the purchase and installation of 100 kW permanent generators at the Taylor County Fire Rescue Stations #6 and #7, and a 50 kW generator at the Taylor County Perry/Foley Airport fuel island, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The project will also include transfer switches and electrical upgrades necessary, as well as fuel tanks. The generators will be installed on concrete pads.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

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:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. 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".

"Total Compensation" 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.

ii. 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			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

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 following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

j) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

k) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Sub-Recipient/subcontractor's Authorized Official

_____

Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____

Date

25

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to discuss possible grant submission for the Fiscal Year 2028 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP). The County traditionally uses this program to fund the construction of sidewalks and/or paved pedestrian trails.**
MEETING DATE REQUESTED:	**January 3, 2022**

Statement of Issue: Board to discuss possible grant submission to the 2028 funding cycle for the FDOT Transportation Alternatives Program. The County is eligible to submit a maximum of two projects. If the Board chooses to submit two projects the Board must determine which project is the top priority at grant submission.

Recommended Action: Move forward with the submission of two application to the TAP. If the Board chooses to submit application a public hearing will be held January 18, 2022 to receive public input as required in the application.

Fiscal Impact: The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County MUST own all right of way or land required for the projects submitted prior to grant submission. The TAP

program approved funding for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments: Solicitation Letter and Funding Application for the 2028 Transportation Alternative Program.

FDOT Transportation Alternatives Set-Aside Program

FUNDING APPLICATION

Submittal Date:

APPLICANT INFORMATION

Agency/Organization Name:			
Agency Contact Name:	**Title:**		
Mailing Address:	**City:**	**State:** FL	**Zip Code:**
County:	**MPO/TPO (if applicable):**		
Telephone:	**Email Address:**		

CERTIFICATION OF PROJECT SPONSOR/IMPLEMENTING AGENCY SUPPORT:

Certification of project sponsor/implementing agency support is attached. ❑ Yes *(Required)*

PROJECT TYPE: ❑ **Infrastructure** ❑ **Non-infrastructure**

FDOT requires locally administered infrastructure projects be implemented by a LAP certified agency; Non-infrastructure projects do not require LAP certification. If the project applicant intends to administer the project but is not LAP certified at the time of application submittal, they may seek project-specific certification prior to project authorization if their application is selected, or they may partner with a LAP certified agency or with FDOT to serve as the project sponsor and implementing agency. Non-profit organizations are not eligible for LAP certification.

FOR INFRASTRUCTURE PROJECTS ONLY - APPLICANT'S LOCAL AGENCY PROGRAM (LAP) CERTIFICATION STATUS

- ❑ Currently fully LAP Certified / Year of Certification:
- ❑ Not LAP Certified but will seek project-specific certification
- ❑ Not LAP Certified but project will be administered by the FDOT District
- ❑ Not LAP Certified but have secured a LAP Sponsor/Implementing Agency as identified below:

LAP Sponsor/Implementing Agency Name:			
LAP Sponsor/Implementing Agency Contact Name:	**Title:**		
Mailing Address:	**City:**	**State:** FL	**Zip Code:**
Telephone:	**Email Address:**		

PROJECT INFORMATION

PROJECT NAME/TITLE:

ELIGIBLE TRANSPORTATION ALTERNATIVES PROJECT CATEGORY:

Please check the one Transportation Alternatives eligible project category that the proposed project will address. Checking more than one category does not ensure or increase eligibility. Additional guidance on eligible project activities is included in Appendix B of the FDOT TA Program Guidance.

1. ❑ Construction, planning and design of on and off-road facilities for bicyclists, pedestrians, and other forms of nonmotorized transportation (pedestrian and bicycle facilities)
2. ❑ Construction, planning and design of infrastructure-related projects/systems to provide safe routes for non-drivers including children, older adults, individuals with disabilities (safe routes for non-drivers)
3. ❑ Conversion and use of abandoned railroad corridors for non-motorized use
4. ❑ Construction of turnouts, overlooks, and viewing areas
5. ❑ Inventory, control or removal of outdoor advertising
6. ❑ Historic preservation and rehabilitation of historic transportation facilities
7. ❑ Vegetation management practices in transportation rights of way
8. ❑ Archaeological activities related to impacts from transportation projects
9. ❑ Environmental mitigation activities
10. ❑ Safe Routes to School

***NOTE:** *Safe Routes to School (SRTS) funding under Transportation Alternatives is separate from the FDOT SRTS Program; however, if FDOT SRTS Program funds are to be used on any phase of the project then the project will need to comply with the Florida SRTS program requirements. For more information, visit https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm.*

PROJECT LOCATION:

Roadway name:*		
❑ **On-State System Road** (State Roadway)	❑ **Off-State System Road** (Local Roadway)	**Roadway number:** (i.e. US, SR, CR, etc., if applicable)

***NOTE:** *For off-road/trail projects please indicate adjacent roadway*

PROJECT LIMITS:

If project has various locations (e.g. city-wide), include attachments specifying each termini and project length.

South or West Termini: Street Name/Mile Post/Other	**North or East Termini:** Street Name/Mile Post/Other
Project Length (in miles):	
Attachment included? ❑ Yes ❑ No	
A location map with aerial view is attached to this application. ❑ Yes *(Required)* *Label important features, roadways, etc. to clearly locate and show the boundaries of the project.*	

PROJECT DESCRIPTION:

Brief Description (1,000 character limit) *(e.g. planning, design and construction of a sidewalk along Sample Road)*

Detailed Scope of Work:

A detailed scope of work is attached. ❑ Yes *(Required)*

Clearly describe the existing conditions and the proposed project in detail, including specifics on the major items of work (e.g. width of sidewalks or trails, materials to be used, etc.), the purpose and need for this project, and the desired improvements.

Conceptual or design plans are attached. ❑ Yes ❑ No

Typical Section drawings are attached. ❑ Yes ❑ No

Other attachment (e.g. studies, documentation to support the project). ❑ Yes ❑ No

If yes, please describe (250 character limit):

PUBLIC INVOLVEMENT(500 character limit for each question below):

Has the applicant received input from stakeholders? Briefly explain: ❑ Yes ❑ No

Have public information or community meetings been held? ❑ Yes ❑ No

If yes, please provide a brief description and attach supporting documentation:

Describe public and private support for the project *(e.g. petitions, endorsements, resolutions, letters of support):*

Is the project within limits of wetlands, contamination/hazardous waste areas or endangered/threatened species? ❑ Yes ❑ No

If Yes, specify and provide documentation:

Is environmental permitting required? ❑ Yes ❑ No

If Yes, specify and provide documentation:

Provide any additional project specific information that should be considered:

PROJECT IMPLEMENTATION

Please indicate the project phases included in this funding request:

- ❑ Planning activities
- ❑ Project Development and Environment Study (PD&E)
- ❑ Preliminary Engineering/Final Design
- ❑ Right-of-Way (ROW)
- ❑ Construction
- ❑ Construction Engineering and Inspection activities (CEI)

Please indicate who will execute the project phases identified for this project:*

Planning	PD&E	Preliminary Engineering/ Final Design	ROW	Construction	CEI
❑ Implementing agency staff	N/A	❑ Implementing agency staff	N/A	❑ Implementing agency staff	❑ Implementing agency staff
❑ Consultant	❑ Consultant	❑ Consultant	❑ Consultant	❑ Consultant	❑ Consultant
❑ FDOT	❑ FDOT	❑ FDOT	❑ FDOT	❑ FDOT	❑ FDOT
❑ Not applicable	❑ Not applicable	❑ Not applicable	❑ Not applicable	❑ Not applicable	❑ Not applicable

***NOTE:** Local agencies are not eligible to be certified in PD&E and/or ROW (Refer to FDOT LAP Manual Chapters 11 and 12).*

Is this project related to other FDOT funded phases that are complete, underway, or in FDOT's 5-year Work Program?

❑ Yes ❑ No

If Yes, please describe. If previous phases of this project were constructed as LAP projects, please provide the associated FDOT Project Number (i.e. FPID/FMN numbers) (500 character limit):

Is there a proposed maintenance plan for when the project is complete? ❑ Yes ❑ No
If yes, please provide a brief description and attach supporting documentation as appropriate (500 character limit):

PROJECT RIGHT-OF-WAY / EASEMENT REQUIREMENTS

Is right-of-way acquisition proposed? ❑ Yes ❑ No
If yes, describe existing right-of-way (ROW) ownerships along the project, including when the ROW was obtained and how ownership is documented (i.e., plats, deeds, prescriptions, easements) (500 character limit). Attach ROW documentation as appropriate.

Also describe proposed acquisition including timeline, expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way (500 character limit):

Will temporary construction easements be required? ❑ Yes ❑ No
If Yes, please describe (500 character limit):

PROJECT COST ESTIMATE AND FUNDING REQUEST

ESTIMATED PROJECT COST:

A detailed project cost estimate is attached. ❑ Yes *(Required)*

Provide a summary of the estimated cost for the work being proposed, indicating local fund allocation as appropriate.

Project Phase	TA funds	Local funds	Total Cost
Planning Activities	$	$	$0
Project Development & Environmental Study (PD&E)	$	$	$0
Design Costs/Plan Preparation	$	$	$0
Environmental Assessment (s) associated with the design phase	$	$	$0
Permits associated with the design phase (including application fees, mitigation and permit acquisition work)	$	$	$0
Right-of-Way	$	$	$0
Construction	$	$	$0
Construction Engineering and Inspection Activities (CEI)	$	$	$0
Other costs* (please describe)	$	$	$0
TOTAL ESTIMATED PROJECT COST	$0	$0	$0
PERCENT OF TOTAL PROJECT COST	0%	0%	**100%**

**FDOT does not allow programming for contingency costs. Any contingency costs should be accounted for using local funds.*

Certification of Project Sponsor

I hereby certify that the proposed project herein described is supported by the sponsoring entity and that said entity will:

1. Provide any required funding match;
2. Enter into a maintenance agreement with the Florida Department of Transportation, as necessary;
3. Comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project;
4. Comply with NEPA process prior to construction which may require involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction; and
5. Support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and as the sponsoring entity, I will follow through on the project once programmed in the Florida Department of Transportation's Work Program.

Sponsoring Agency Signature: _____

Sponsoring Agency Name: _____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

KEVIN J. THIBAULT, P.E.
SECRETARY

DISTRICT TWO
2022 TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE
FY2024 – FY2028 TENTATIVE WORK PROGRAM

November 10, 2021

District Two is pleased to notify you of the upcoming Transportation Alternatives (TA) Set-Aside application cycle for FY2024 – FY2028 Tentative Work Program.

General Information:

The Transportation Alternatives (TA) Set-Aside Program provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h).

Notification of the TA Set-Aside Program is sent to the attention of each previously designated Transportation Alternatives Set-Aside Program contact and/or respective recipient. Each entity (County or TPO) is required to prioritize project(s). The Department will only be reviewing the **top two** (2) priorities for each entity. If located within a TPO area, the applicant must submit project(s) to the proper TPO to collectively prioritize for submittal. In addition, outside TPO areas, all submittals should be prioritized through the Board of County Commissioners. All 2022 applications will be submitted into GAP, directions on how to submit using GAP are attached. Once an application package is received, it will be evaluated by the Department. If the project is selected, it will be added to the Department's Tentative 5-Year Work Program and the sponsoring agency will be notified. **If the project is not programmed, the sponsoring agency may resubmit during the next solicitation cycle if the project remains a priority.**

Eligible Projects:

1. Construction, planning and design of on and off-road facilities for bicyclists, pedestrians, and other forms of non-motorized transportation.
2. Construction, planning and design of infrastructure- related projects/systems to provide safe routes for non-drivers including children, older adults and individuals with disabilities.

3. Conversion and use of abandoned railroad corridors for non-motorized uses.
4. Construction of turnouts, overlooks, and viewing areas.
5. Inventory, control, or removal of outdoor advertising.
6. Historic Preservation and rehabilitation of historic transportation facilities.
7. Vegetation management practices in transportation rights of way.
8. Archaeological activities relating to impacts from transportation projects.
9. Environmental mitigation activities.
10. The Safe Routes to School Program – A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.

Evaluation Criteria:
The Department must consider, but is not limited to, the following criteria for evaluation of projects for the TA Set-Aside Program:

1. Is the project within a TPO area? If yes, is the application submitted through the TPO with a priority ranking?
2. Is the project outside a TPO area? If yes, is the application submitted and prioritized through the Board of County Commissioners?
3. Has the project been submitted previously for TA and not selected for funding?
4. Have previous work phases or work in progress been identified where applicable?
5. Has the project been submitted to additional programs for funding for the same scope of work?
6. Has in kind-match, such as right-of-way donations and private funds, been identified?
7. Has right-of-way ownership been identified and verified that it is in public use?
8. What is the return on transportation investment?

Note the Following Submittal Items:

1. A completed application with priority number.
2. The "Certification of Project Sponsor" on the last page of the application must be filled out and signed for the project to be programmed.
3. A scaled Aerial Location Map depicting the project limits and any project-related drawings or pictures (if available).
4. Project details, including typical sections and other engineering information.

5. Right-of-way details, including ownership information, the amount required to complete the project and a right-of-way map, if available.
6. Completed cost estimate using the provided format (**one Excel file-attached**) prepared by a Professional Engineer using DOT pay items.
7. If available, public support letters, private support letters & public meeting documentation.

Further Considerations:

1. Projects off the State Highway System must be performed by the Sponsoring Agency via a Local Program (LAP) agreement.
2. If you have a partially funded project in the 5-year Work Program, please reach out to the Department so we can discuss what is needed to move forward with the project.
3. If **ALL** the right-of-way necessary to construct the project is **not** currently in public ownership, please do not apply until you speak with the Department.

NOTE:

Also, attached is the updated **pdf application**, updated **TA Guidance**, and directions on how to submit into **GAP**. These forms are also available in the GAP system. District Two will begin utilizing the **GAP** program this cycle. If you do not have access, please contact the Department as soon as possible to get set up in the system.

Applications are due to the Department **no later than February 18, 2022.** We will **NOT** accept any e-mailed or hard copies of application packages. We will not be allowed to accept any applications packages after the deadline date. Please submit all materials in the **GAP** system before the due date.

If you have any questions or comments or need further clarification, you may reach David Tyler at (386) 961- 7842, or e-mail: david.tyler@dot.state.fl.us.

Thank you for your participation in this program.

Attachments:

2022 Transportation Alternatives Application.pdf
Transportation Alternatives Program Guidance
Copy of TAP Request for Funding Engineers Cost Estimate.xlsx
Creating and Submitting an Application in GAP.pdf

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to review and consider approval of professional services agreement with Government Services Group, Inc.
MEETING DATE REQUESTED:	January 3, 2022

Statement of Issue: For consulting services related to the American Rescue Plan Act funding.

Recommended Action: Approve

Fiscal Impact: Not to exceed $239,560

Budgeted Expense: Yes (allowable expenditure with ARPA funding)

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Department of Treasure has announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan of 2021 to provide emergency funding for eligible state, local and territorial and Tribal governments.

The purpose of these funds is to "support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery".

Recipients may use these funds to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

The services of the Professional Consultant firm are needed, in part, to review and identify eligible uses of funding, provide program management and provide mandated reporting assistance.

The Board of County Commissioners awarded the bid and voted to move forward with the execution of a contract with Government Services Group, Inc. on November 16, 2021.

Options: Approve/Not approve

Attachments: Draft agreement
Letters from Conrad Bishop, County Attorney

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this ____ day of _____, 2021, by and between Taylor County (the "County"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

WITNESSETH

WHEREAS, GSG is well qualified and experienced in assisting local government with the development and implementation of services related to the American Rescue Plan (ARP) and have agreed to make themselves available to provide professional services to assist the County in preparing and implementing its ARP plan; and

WHEREAS, GSG shall furnish specialized professional services directly to County staff;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

TERMS

1. **Recitals.**

The recitals and all statements contained herein are hereby incorporated into and made part of this Agreement.

2. **Services to be Performed by GSG.**

GSG shall, in conjunction with the general direction of the office of the County Administrator or their representative designees, provide the professional services described in the Scope of Services attached and incorporated by reference into this Agreement as Appendix A in order to assist the County in the development of the ARP Project.

3. **Term of the Agreement and Time Requirements.**

This Agreement shall become effective upon the signature by the duly authorized representative of the County and GSG for the Fiscal Year 2022-ARP Project and shall remain in effect for the completion of the County's ARP related services, or until completion of the program on December 31, 2024, whichever date is later. GSG shall promptly begin and diligently provide the professional services contemplated in this Agreement in accordance with the project objectives. Accordingly, time is of the essence of this Agreement. The agreement may be extended for two (2) year as mutually agreed upon by both parties.

4. **Schedule of Fees.**

For services to be provided hereunder by GSG, GSG shall work based on a "not to exceed" fee estimate and is based on the level of effort required to implement the services requested by the County as described in the Scope of Services in Appendix A. The "not to exceed fee" is $239,560. Except as noted below, this fee estimate includes reimbursement for all out-of-pocket expenses.

The fee for professional services for Phase One includes two (2) on-site visits by GSG staff to the County. For Phase Two, and for any meetings in Phase One exceeding two meetings, any on-site meetings may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with Section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or "WebEx" type meetings may be scheduled to discuss project status.

The hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Principal	$265
Senior Consultant	$195
Consultant	$165
Junior Consultant	$125

The County is responsible for any and all social media posting, technology enhancements or hosting fees, newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

5. **Cooperation of the County.**

It shall be the obligation of the County to timely provide GSG with all reasonably required information, data and records necessary to complete the ARP Project.

The scope of services contemplated herein contemplates that the County will timely provide the necessary budget background information or data required to develop the ARP Project, timely provide staff to conduct internal follow-up and provide swift policy direction regarding various components of the ARP Project.

6. **Documents.**

All documents, electronic media, and other data developed by GSG in connection with the ARP Project shall be reproduced and made available to the County by GSG at any time upon request of the County and at no additional cost to the County. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the County upon written request.

7. **Termination**.

The County reserves the right to terminate this Agreement at any time and for any reason, by written notice. In the event of termination prior to the completion of the ARP Project provided for by this Agreement, such termination shall in no way prejudice the payments due to GSG for services rendered, provided that the termination is not due to a default on the part of GSG. The County, at its sole option, may decide not to move forward at any time, The County shall solely be responsible for the professional fees and expenses actually incurred through the date GSG is notified of termination then being due and payable.

8. **Default Provision.**

In the event that GSG shall fail to comply with each and every term and condition of this Agreement, or fail to perform any of the terms and conditions contained herein, then, the County, in addition to all other remedies available by law, at its sole option, and upon thirty (30) days prior written notice to GSG, may cancel and terminate this Agreement.

9. **Conflict of Interest**.

GSG covenants that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the County. GSG covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of GSG or its employees must be disclosed in writing to the County.

Also, GSG is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

10. **Award of Agreement.**

GSG warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

GSG also warrants that to the best of its knowledge and belief no office holder or employee of the County is interested directly or indirectly in the profits or emoluments of this Agreement.

11. **Entire Agreement.**

This Agreement represents the entire and integrated agreement between the County and GSG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the County and GSG. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida, and the parties stipulate venue shall be in Taylor County, Florida.

12. **Successors and Assigns.**

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

13. **Insurance.**

GSG shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of $1,000,000 covering all liability arising out of the terms of this Agreement, and add the County as an additional insured.

GSG agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to GSG, its employees, agents, or subcontractors, if any, with respect to the work and services described in this AGREEMENT. GSG shall obtain at GSG's expense all necessary insurance in such form and amount as required by this Proposal or by the County's Risk Manager before beginning work under the Agreement. GSG shall maintain such insurance in full force and effect during the life of the Agreement. GSG shall provide to the County's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement. GSG shall indemnify and save the County harmless from any damage resulting to it for failure of a GSG to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the GSG agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful GSG in this AGREEMENT) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this AGREEMENT, and not until such time that the coverages are approved by the Risk Manager of the County. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the County. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the GSG's delivery of Certificates of Insurance for all coverages required in the Agreement:

"Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the Official certificates.

All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to County. If this coverage is not provided, then Contractor is responsible for such notice to County. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the County in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the County. In the event insurance certificates provided to County indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the County reviews and approves in writing the insurance limits on each of the policies. The County must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

* Annual Aggregate shall apply "Per Job";
- "The Taylor County, Florida" is added as a named "Additional Insured";
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form

CG 2037 (07 04);

- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the County;
- 30 Days' Notice of Cancellation or modification to County (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Workers' Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than $100,000/$100,000/$500,000 Employers' Liability limits Part B.

- In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from workers' compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to County (if not available on the insurance policies, then Contractor has responsibility for notification) including on professional liability insurance; and
- Waiver of Subrogation.

- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars ($1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

- "The Taylor County" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to County (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

14. **Nondiscrimination in Employment.**

GSG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. GSG shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GSG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

15. **Independent Contractor.**

GSG and its employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the County; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the County.

16. **Non-Delegability.**

It is understood and agreed that the obligations undertaken by GSG pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the County's prior written consent, which may be withheld at County's sole discretion.

17. **Best Efforts.**

GSG covenants and agrees to use its best efforts to assist in accomplishing the County's objectives. Because the state of the law is always subject to change, GSG cannot provide any indemnification or guarantee relative to any challenge to the validity of the ARP program. GSG's obligation is to share their experience and provide their best efforts providing a reasonable analysis and approach to the development of the ARP program. Errors or omissions in the development of any deliverable will be addressed, with the permission of the County, by developing remedies and procedures for the County within any implementation documents that are developed for or adopted by the County. In the event the County is required to submit follow up documentation or respond to a request from the County's cognizant agency (U.S Treasury), GSG will provide technical assistance to the County in defense of the County's implementation of the ARP Program. Any remedy or cure resulting from an administrative error or omission by GSG and the direct costs related thereto shall be provided by GSG at no additional charge to the County.

18. **Notices.**

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted (return receipt requested) or the date of actual receipt, whichever is earlier.

TAYLOR COUNTY:
LaWanda Pemberton
County Administrator
Taylor County
201 E. Green St.
Perry, Fl. 32347
Phone: 850-838-3500
Fax: 850- 838-3501

GOVERNMENT SERVICES GROUP, INC.:
David Jahosky
Vice President
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308
Phone: 850-681-3717
Fax: 850-224-7206

19. **Amendments.**

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

20. **Venue.**

Venue for any claim, action or proceeding arising out of this contract shall be Taylor County, Florida.

21. **State Law Application.**

The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.

22. **Records.**

A. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Contractor 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 Contractor's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Contractor" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Contractor shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general- records-schedules/.

C. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Traci Rowel, Personnel Manager, trowell@taylorcountygov.com (850) 838-3500 ext. 8, 201 E. Green Street, Perry, FL 32348

23. **Lobbying Prohibition.**

A. 2 CFR §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 Contractor certifies the following:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to anyperson 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 ofany 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 thisFederal contract, grant, loan or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Contractor must require that this certification be included in the award documents for all subawards(including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)and that all Contractors 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 orentering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails tofile 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. **Miscellaneous Provisions.**

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or Taylor County, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

25. **Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Appendix "B" attached hereto and incorporated by reference.

26. **Required Contractual Provisions.**

A. COPELAND ANTI-KICKBACK ACT

i. The Contractor 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:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR 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 in subsection b(i) above and such other clauses as the Secretary 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 CFR § 5.12.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Contractor, 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 workweek 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 towork 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 openmarket, or contracts for transportation.

C. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Contractor, 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)."

D. SUSPENSION AND DEBARMENT

If the Contractor, 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 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

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 CFR pt. 180, subpart C and 2 CFR 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 GSG agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR 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 GSG further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. BYRD ANTI-LOBBYING AMENDMENT

If the Contractor enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 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."

27. Attachments. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Appendix A. GSG's Response to American Rescue Plan Act Implementation, AGREEMENT-PM-232-2021

Appendix B. Certification Regarding Lobbying

Appendix C. Certification Pursuant to Florida Statute 287.135

Appendix D. E-Verify Form under Section 448.095, Florida Statutes

IN WITNESS WHEREOF, the parties to this Agreement have, through their proper and duly authorized officials, executed this Agreement, on _____, day of _____, 2021.

GOVERNMENT SERVICES GROUP, INC.

By: _____ (SEAL)
David G. Jahosky, Vice President

ATTEST:

_____

TAYLOR COUNTY

By:_____
Thomas Demps, Chairman

ATTEST:

_____
Clerk of the Court

Approved as to Form

_____
County Attorney

Appendix A

GSG'S RESPONSE TO
REQUEST FOR BIDS FOR THE PROFESSIONAL CONSULTING SERVICES
FOR THE AMERICAN RESCUE ACT PROGRAMS
IN TAYLOR COUNTY, FLORIDA

Attachment B
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor, David G. Jahosky, Vice President for Government Services Group Inc., certifies to the best of his knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, David G. Jahosky, Vice President for Government Services Group Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: David G. Jahosky

Signature: _____

Title: Vice President

Date: _____

ATTACHMENT C

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, _____, on behalf of _____,

Print Name and Title Company Name

Certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Consultant of the County's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the County from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County for goods or services may be terminated at the option of the County if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____

Company Name

_____

Signature

_____

Print Name

_____

Title

ATTACHMENT D

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: MANAGEMENT CONSULTING SERVICES FOR THE AMERICAN RESCUE PLAN ACT

Project No.:

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Taylor County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Taylor County; and
Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

2. Contract Termination

a)If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b)If the County has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2021, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____

NOTARY PUBLIC

_____

(Name of Notary Typed, Printed or Stamped)

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

December 17, 2021

VIA E-MAIL

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

Re: Government Services Group Contract American Rescue Plan

Dear LaWanda:

This letter will confirm our telephone conversation of 12/16/21.

You advised that GSG had made the changes.

Paragraph 20, after I made a quick review, I would like it to read: "Venue for a claim, action or proceeding arising out of this Contract shall be exclusively in the State of Florida Court in and for Taylor County, Florida."

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

December 6, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Government Services Group Contract – American Rescue Plan

Dear LaWanda:

I have reviewed your e-mail of 11/22/21 and make the following comments:

1. Item 4 – I think that it should be placed in the Contract, at no time or under no circumstances will the amount be exceeded.

2. Item 6 – I do not think the county should pay a per hour fee for documents, it should e part of the service.

3. Item 17 – I tend to agree that GSG can't indemnify or guarantee as to a challenge to the validity of the American Rescue Plan, **but** I would suggest this language, "If the American Rescue Plan is challenged, GSG will assist the County in the County's defense of the County's implementation of the ARP program."

4. Item 20 – The county does not waive jury trial. Venue of any litigation as a result of this Contract shall be exclusively in State Court in Taylor County, Florida.

If you have a question, please let me know.

Thank you and Happy Holidays.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)