

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, SEPTEMBER 3, 2019  
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE POSSIBLE GRANT SUBMISSION TO THE 2020-2021 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), REQUESTING FUNDING ASSISTANCE IN THE AMOUNT OF \$50,000 FOR THE REHABILITATION OF SOUTHSIDE PARK.

CONSENT ITEMS:

5. THE APPROVAL OF MINUTES OF JULY 23, 30 (2), AUGUST 7, 17 AND 20, 2019.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (SAN PEDRO ROAD) FUND AND THE MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF EXECUTION OF DEEDS FROM ESCHEATMENT DEED SALE, AS AGENDAED BY THE CLERK.
9. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY PUBLIC LIBRARY STATE AID APPLICATION, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF REVISED CONTRACT WITH LANGTON ASSOCIATES, INC. FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES AND GRANT ADMINISTRATION SERVICES FOR THE CEBYR GRANT AGREEMENT PROJECT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF ANNUAL CONTRACT WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR 2019/2020, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
12. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR JOAN MICHEL GARCIA, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
13. THE BOARD TO CONSIDER APPROVAL OF GRIEVANCE PROCEDURES FOR FY 2019-2020 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.
14. THE BOARD TO CONSIDER APPROVAL OF BY-LAWS FOR 2019-2020 FOR THE LOCAL COORDINATING BOARD (LCB) FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.



15. THE BOARD TO CONSIDER APPROVAL OF SECTION 504 COMPLIANCE POLICY, EVALUATION PLAN, TRANSITION PLAN, AND GRIEVANCE PROCEDURES 2019-2020 UPDATE, AS AGENDAED BY THE GRANTS COORDINATOR.
16. THE BOARD TO CONSIDER APPROVAL OF THE 2019 E911 FALL RURAL COUNTY MAINTENANCE GRANT APPLICATION, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.

PUBLIC REQUESTS:

17. WILLIAM R. (RUSTY) DORMAN TO APPEAR TO REQUEST RELEASE FROM CONTRACT TO LEASE 45+ ACRES OF LAND AT THE PERRY-FOLEY AIRPORT.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

18. THE CLERK TO DISCUSS THE BOARD'S WISHES WITH REGARDS TO ADVERTISING FOR SALE OF ESCHEATMENT DEED PARCELS.
19. MARTY TOMPKINS, CHIEF DEPUTY, TAYLOR COUNTY SHERIFF'S OFFICE, TO APPEAR TO DISCUSS THE DONATION OF TWO (2) PORTABLE BUILDINGS TO BE PLACED BEHIND EMERGENCY MANAGEMENT OPERATIONS CENTER (EOC).

COUNTY STAFF ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF, AND RATIFY THE GRANT APPLICATION DOCUMENTS TO THE GULF CONSORTIUM, REQUESTING FUNDING TO COMPLETE A FEASIBILITY STUDY TO DETERMINE IF HAGEN'S COVE IS A VIABLE LOCATION FOR A PUBLIC RECREATIONAL BOATING FACILITY, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
21. THE BOARD TO CONSIDER APPROVAL OF, AND RATIFY THE GRANT APPLICATION DOCUMENTS, TO THE GULF CONSORTIUM REQUESTING FUNDING TO COMPLETE A FEASIBILITY STUDY AND APPRAISAL TO DETERMINE IF THE HUTCHINS PROPERTY IS A VIABLE LOCATION FOR A PUBLIC RECREATIONAL BOATING FACILITY, AS AGENDAED BY THE GRANTS DIRECTOR.
22. THE BOARD TO CONSIDER APPROVAL OF AWARD OF THE FLORIDA FIRE FIGHTER ASSISTANCE GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND DEPARTMENT OF FINANCIAL SERVICES, AS AGENDAED BY DAN CASSEL, COUNTY FIRE CHIEF.

GENERAL BUSINESS:

23. CHAIRMAN FEAGLE TO DISCUSS M-CORES MEETING.

COUNTY ADMINISTRATOR ITEMS:

24. THE BOARD TO DISCUSS ETHICS TRAINING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

27. 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](http://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.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

(4)

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to hold the first of two public hearings at 6:00 p.m. to discuss and receive public input for the possible grant submission to the 2020-2021 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance in the amount of \$50,000 for the rehabilitation of Southside Park.

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:** The Board to receive public input and discuss the possible grant submission for the upcoming funding cycle of the FRDAP program requesting funding assistance for the rehabilitation of Southside Park.

**Recommended Action:** Move forward with submitting grant application for the rehabilitation of Southside Park.

**Fiscal Impact:** Staff is recommending submitting application in the amount of \$50,000 with no match due from the County for the rehabilitation of Southside Park.

**Budgeted Expense:** Y/N Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County is eligible to submit two grant applications FY 2020-2021 to the FRDAP program. The Board has approved submitting application in the amount of \$200,000 for improvements to the Taylor County Sports Complex. Staff has recommended submitting a second application in the amount of \$50,000 for the rehabilitation of Southside Park. Two public hearings are required of the grant and the second will be held September 17 at 9:00 a.m. Improvements will include but not be limited to the playground, picnic facilities, restriping of parking and courts, security lighting, and fencing. Taylor County has funded numerous projects in the past with FRDAP funds which include Hodges Park, Taylor County Sports Complex, and Steinhatchee Community Center Park and Pier.

**Attachments: Information on the FRDAP program and pictures of proposed improvement areas at Southside Park.**

- B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled **"1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA"**. Use the table below to determine in which priority funding need ranking the project falls. **(Check ONLY one):**

☒ Highest Priority Funding Need  
☐ Second Highest Priority Funding Need

(13 points)

(8 points)

Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

## Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	Cluster IV
12	Exercise Trails	3	Handball Courts	3	
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999

Total Points 29 for Southside Rehab  
Total Maximum 25 on grant application



## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

# Florida Recreation Development Assistance Program (FRDAP)

[Home](#) » [Divisions](#) » [Division of State Lands](#) » [Land and Recreation Grants Program](#) » Florida Recreation Development Assistance Program (FRDAP)

## Frequently Asked Questions about Florida Recreation Development Assistance Program (FRDAP)

### **Q. What is FRDAP?**

A. FRDAP is a competitive program that provides grants for acquisition or development of land for public outdoor recreation use or to construct or renovate recreational trails.

### **Q. How is FRDAP Administered?**

A. Florida's Department of Environmental Protection (DEP) administers the program according to Florida Statute and Administrative Code.

### **Q. Who May Apply for FRDAP Funds?**

A. Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

### **Q. How Do I Apply?**

A. Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

### **Q. What is the Maximum Grant Amount?**

A. The maximum grant amount is \$200,000.

### **Q. What are the Match Requirements?**

A. The local match requirement depends on the total project cost:

Total Project Cost, FRDAP Grant, Local Match

\$50,000 or less, 100%, 0%

\$50,001 - \$150,000, 75%, 25%

Over \$150,000, 50%, 50%

**Q. What Can I Use to Match a FRDAP Grant?**

A. \* Cash \* Value of undeveloped land owned by applicant (subject to conditions) \* In-kind services

**Q. How are FRDAP Grants Awarded?**

A. Each application is reviewed to determine eligibility. Staff evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration.

**Q. Where Do I Get More Information?**

A.

Department of Environmental Protection

Land and Recreation Grants

3900 Commonwealth Boulevard, Mail Station 585

Tallahassee, Florida 32399-3000

Phone: 850-245-2501

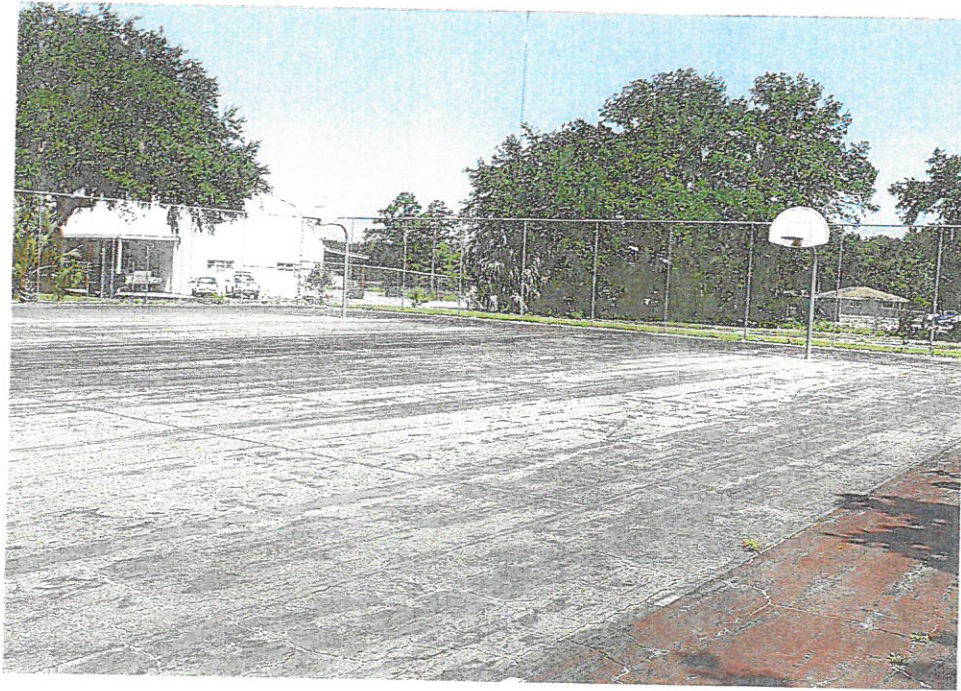
Fax: 850-245-3038

*Last Modified:* May 10, 2019 - 8:45am













Parcel ID 07786-050  
Sec/Twp/Rng 31-04-08  
Property Address 667 PLANTATION RD  
PE

Alternate ID n/a  
Class Vacant  
Acreage 2.83

Owner Address TAYLOR COUNTY  
SOUTHSIDE PARK, P O BOX 620  
PERRY FL 32348

District  
Brief Tax Description

PE  
LEG 0002.83 ACRES - COM ON W LN SECT AT PT 74.55 FT N - OF SW COR OF SW 1/4 OF NW 1/4 THE - ALG RD  
213.53 FT FOR POB TH N 10D W - 344.6 FT N 80D E 217.73 FT TO RR TH - SW ALG RR 348.11 FT TO N RW RD TH W -  
ALG RD 403.87 FT TO POB - OR 105-892

(Note: Not to be used on legal documents)



(7)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (San Pedro Road) FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

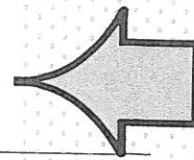
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,441,000	175-3344905	SCOP Grant - Revenue
\$1,441,000	0338-53401	SCOP Project/San Pedro Road Contractual Services

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 September, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

Additional funding for SCOP Grant

## Dannielle Welch

---

**From:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Sent:** Friday, August 2, 2019 9:40 AM  
**To:** Dannielle Welch  
**Subject:** FW: 430704-1-54-01 - San Pedro Road - SA # 1  
**Attachments:** G0676 SA #1.pdf

FYI

I am guessing you will have to prepare/submit a budget amendment?

*Kenneth Dudley, P.E.*

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

**From:** Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>  
**Sent:** Friday, August 02, 2019 9:35 AM  
**To:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Cc:** Cerlanek, William <William.Cerlanek@dot.state.fl.us>  
**Subject:** 430704-1-54-01 - San Pedro Road - SA # 1

Good Morning Kenneth,

Attached is the fully executed SA # 1 for San Pedro Road. SA # 1 adds \$1,441,000 to the contract to match the bid shortfall. In addition, time has been extended until 12/31/2020 to complete the project.

Thanks,

*Kim Evans, CPM*

District Local Programs Administrator  
Program Management – Local Programs Section – MS 2014  
1109 South Marion Avenue  
Lake City, Florida 32025  
386-961-7402  
[kimberly.evans@dot.state.fl.us](mailto:kimberly.evans@dot.state.fl.us)



"Be the change you want to see"

To: kimberly.evans@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G0676

7/29/2019

### CONTRACT INFORMATION

Contract:	G0676
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY BOCC
Vendor ID:	F596000879041
Beginning Date of This Agreement:	11/20/2015
Ending Date of This Agreement:	12/31/2019
Contract Total/Budgetary Ceiling:	ct = \$2,574,182.00
Description:	widening and resurfacing San Pedro Road

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/29/2019

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$1,441,000.00
Financial Project:	43070415401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	085576/20
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0002/04

**Total Amount: \$1,441,000.00**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT  
SUPPLEMENTAL AGREEMENT**

525-010-80  
PROGRAM MANAGEMENT  
12/18  
Page 1 of 1

SUPPLEMENTAL NO.

1

CONTRACT NO.

G0676

FPN

430704-1-54-01

Recipient: Taylor County

7/29/2019 | 11:53 AM EDT

This Supplemental Agreement ("Supplemental"), dated \_\_\_\_\_, arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on November 20, 2015 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Add funds in the amount of \$1,441,000 for FY 2020. In addition, contract time will be extended until 12/31/2020.

Reason for this Supplemental and supporting engineering and/or cost analysis:

Additional funds are needed to match bid shortfall

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

RECIPIENT:  
Taylor County

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By:

Name: Pam Feagle

Title: Chair

DocuSigned by:

By:

Greg Evans

Name: Greg Evans

7/29/2019 | 11:53 AM

Title: District Secretary

ATTEST:

Annie Mae Murphy  
ANNIE MAE MURPHY, Clerk

Legal Review:

DocuSigned by:

Melissa Blackwell

Melissa Blackwell



## 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, 2019, to be in excess of the advertised budget.

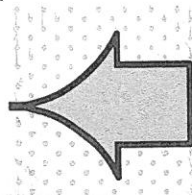
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$300	107-3669015	MSTU Fund-Animal Control Donations
\$300	0250-55103	Animal Control Dept Equipment < \$1,000

**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 September, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

**Donation received specified for Animal Control**



GAIL S. BUCKLAND  
2909 MORNINGSIDE DR.  
TALLAHASSEE, FL 32301

63-215/631

6840

Date

08/01/19

Pay to the  
order of

Taylor County Animal Control \$300.00  
three hundred & no/100

Dollars



Security Features  
Included  
Details on Back



SUNTRUST

ACH R 061000104

Memo

Ralys \$19 donation Gail S. Buckland  
\$128.40 - 6840  
\$128.40 donation

RECEIVED

AUG 23 2019

ANNIE MAE MURPHY  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

**COUNTY DEED**

**LAND DESCRIPTION FURNISHED BY GRANTOR.**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and IRA WOODFAULK and MARITZA WOODFAULK, his wife, whose address is Post Office Box 4221, Pensacola, Florida 32507, party of the second part,

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of One Thousand Two Hundred Ninety (\$1,290.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Parcel # R05277-000

The West One-Half of Lot 4 of Block "D" of N L SMITH SUBDIVISION, According to the Plat of record in the office of the Clerk of the Circuit Court of Taylor County, Fla.

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA  
By its Board of County Commissioners

BY: \_\_\_\_\_  
Printed Name: PAM FEAGLE  
Chairperson

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Printed Name: ANNIE MAE MURPHY  
Clerk/Deputy Clerk of the  
Circuit Court

**THIS INSTRUMENT PREPARED BY:**

Conrad C. Bishop, Jr.  
Attorney at Law  
P. O. Box 167  
Perry, Florida 32348  
Bar Number: 126073

Description furnished and  
title thereto neither  
examined or approved by  
the above attorney

**COUNTY DEED**

**LAND DESCRIPTION FURNISHED BY GRANTOR.**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and SYLVIA DIGGS, whose address is 2744 Pythagoras Crc., Ocoee, FL 34761, party of the second part,

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of Five Hundred (\$500.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Parcel # R05387-000

Lot 14 of Block One (1) of Jerkins Heights, Section 26, Township 4 South, Range 7 East, located in Taylor County, Florida. Recorded in official records book 142, page 39.

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA  
By its Board of County Commissioners

BY: \_\_\_\_\_  
Printed Name: PAM FEAGLE  
Chairperson

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Printed Name: ANNIE MAE MURPHY  
Clerk/Deputy Clerk of the  
Circuit Court

**THIS INSTRUMENT PREPARED BY:**

Conrad C. Bishop, Jr.  
Attorney at Law  
P. O. Box 167  
Perry, Florida 32348  
Bar Number: 126073

Description furnished and  
title thereto neither  
examined or approved by  
the above attorney

**COUNTY DEED**

**LAND DESCRIPTION FURNISHED BY GRANTOR.**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and CENTREX PROPERTIES LLC, whose address is Post Office Box 1412, Perry, Florida 32348, party of the second part,

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Parcel # R03928-000

North half (1/2) of Block 7 of the W A Hendry Subdivision. Recorded in official records 604, page 432.

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA  
By its Board of County Commissioners

BY: \_\_\_\_\_  
Printed Name: PAM FEAGLE  
Chairperson

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Printed Name: ANNIE MAE MURPHY  
Clerk/Deputy Clerk of the  
Circuit Court

THIS INSTRUMENT PREPARED BY:

Conrad C. Bishop, Jr.  
Attorney at Law  
P. O. Box 167  
Perry, Florida 32348  
Bar Number: 126073

Description furnished and  
title thereto neither  
examined or approved by  
the above attorney

**COUNTY DEED**

**LAND DESCRIPTION FURNISHED BY GRANTOR.**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and CENTREX PROPERTIES LLC, whose address is Post Office Box 1412, Perry, Florida 32348, party of the second part,

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Parcel # R03507-000

Lot 1, Block 39 of the JC Calhoun Subdivision. Recorded in official records 561, page 591

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA  
By its Board of County Commissioners

BY: \_\_\_\_\_  
Printed Name: PAM FEAGLE  
Chairperson

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Printed Name: ANNIE MAE MURPHY  
Clerk/Deputy Clerk of the  
Circuit Court

**THIS INSTRUMENT PREPARED BY:**

Conrad C. Bishop, Jr.  
Attorney at Law  
P. O. Box 167  
Perry, Florida 32348  
Bar Number: 126073

Description furnished and  
title thereto neither  
examined or approved by  
the above attorney

**COUNTY DEED**

**LAND DESCRIPTION FURNISHED BY GRANTOR.**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and MIKE ANDERSON and LESLIE S. ANDERSON, his wife, whose address is 105 ½ N. Jefferson Street, Perry, Florida 32347, party of the second part,

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of One Thousand (\$1,000.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Parcel # R01766-562

Commence at the Northwest corner of Section 23, Township 2 South, Range 7 East, Taylor County, Florida; thence run South 88 degrees 54 minutes 10 seconds East 1911.10 feet for a Point of Beginning; thence run South 88 degrees 54 minutes 10 seconds East 432.14 feet; thence run South 01 degrees 10 minutes 25 seconds West 1008 feet; thence run North 88 degrees 54 minutes 10 seconds West 432.14 feet; thence run North 01 degrees 10 minutes 25 seconds East 1008 feet to the Point of Beginning. Containing 10.00 acres, more or less. Recorded in official records 598, page 145.

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA  
By its Board of County Commissioners

BY: \_\_\_\_\_  
Printed Name: PAM FEAGLE  
Chairperson

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Printed Name: ANNIE MAE MURPHY  
Clerk/Deputy Clerk of the  
Circuit Court

THIS INSTRUMENT PREPARED BY:

Conrad C. Bishop, Jr.  
Attorney at Law  
P. O. Box 167  
Perry, Florida 32348  
Bar Number: 126073

Description furnished and  
title thereto neither  
examined or approved by  
the above attorney

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE  
TAYLOR COUNTY PUBLIC LIBRARY STATE AID APPLICATION.

MEETING DATE REQUESTED:

September 3, 2019

Statement of Issue:

THIS IS THE ANNUAL STATE AID TO LIBRARIES GRANT  
APPLICATION FOR FY 2019-2020.

Recommended Action:

APPROVE

Fiscal Impact:

TBD-CURRENT FISCAL YEAR AWARD IS \$79,410

Budgeted Expense:

YES

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext.6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE PURPOSE OF THE STATE AID PROGRAM IS TO  
ENCOURAGE LOCAL GOVERNMENTS TO ESTABLISH AND  
CONTINUE DEVELOPMENT OF FREE LIBRARY SERVICES  
TO ALL RESIDENTS OF FLORIDA.

Options:

Approve/Not Approve

Attachments:

Grant Application

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

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

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

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2019-20 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

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

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

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

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2017 - September 30, 2018.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2017 through June 30, 2020. The Grantee shall:

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



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

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 100% of the grant award for the period October 1, 2017 through June 30, 2020. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2017 - September 30, 2018;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2017 - September 30, 2018 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2017 to June 30, 2020, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2017) and concludes with the end of the State of Florida's current fiscal year (June 30, 2020).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2017 – September 30, 2018) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator

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

**For the Grantee:**

Taylor County Public Library  
403 North Washington Street Perry Florida 32347-2791  
Phone:  
Email:

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2019-20 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be an advance in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:  
  
The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid

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

Use the following text:

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

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (dated February, 2011), incorporated by reference, which are available online at [myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures](http://myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures).

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

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (dated February, 2011) ([myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures](http://myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures)), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

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

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



including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
    - a) Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
    - b) Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
  - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of April 2019)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

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

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2019-20 State Aid to Libraries Final Grants (Attachment B)

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

**Grantee:**

**Department of State**

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair of Governing Body or Chief Executive Officer

\_\_\_\_\_  
Typed name and title

Amy Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

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

#### Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### Audits

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

## **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

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

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

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

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250
  - B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

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

## **EXHIBIT – 1**

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

Not applicable.

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

Not applicable.

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

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

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

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

**ATTACHMENT B**  
**Fiscal Year 2019-20 State Aid to Libraries Final Grants**

# Expenditure Report

Page 2 of 21

Project Title: State Aid to Libraries Multicou

Print Preview || Exit

Application Instructions

Previous Save Next

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

Click Save to Update Totals

## Expenditure Report -October 1, 2017 - September 30, 2018 \*

Round all amounts to the nearest dollar.

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services			\$		
30 Operating Expenses			\$		
60 Capital Outlay (Non-Fixed)					
Other					
Total for the operation & maintenance of the library					
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					

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

B I [ ] [ ] [ ] [ ] [ ] [ ]

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

Prior year's State Aid Certified Expenditure:

Difference: \$

Percentage Difference: %

## 2. Notes

If your total expenditures have changed by more than 10% from last year, please explain in the Notes field. Please describe the funds included in the "Other" Expenditures column in the Notes field, if any.

B I [ ] [ ] [ ] [ ] [ ] [ ]

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF REVISED CONTRACT WITH LANGTON ASSOCIATES, INC. FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES AND GRANT ADMINISTRATION SERVICES FOR THE CEBYR GRANT AGREEMENT PROJECT.

**MEETING DATE REQUESTED:**

SEPTEMBER 3, 2019

**Statement of Issue:**

TO REVISE/CORRECT THE CONTRACT APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON AUGUST 5, 2019.

**Recommended Action:**

APPROVE REVISED CONTRACT

**Fiscal Impact:**

\$120,000, PAID THROUGH THE CEBYR GRANT

**Budgeted Expense:**

**Submitted By:**

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:**

850-838-3500 EXT. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** TAYLOR COUNTY HAS BEEN AWARDED A CEBYR PROJECT GRANT BY THE FEDERAL RAILROAD ADMINISTRATION TO PROVIDE FEDERAL FINANCIAL ASSISTANCE FOR PROJECTS OF NATIONAL OR REGIONAL SIGNIFICANCE.

THE BOARD OF COUNTY COMMISSIONERS APPROVED A CONTRACT WITH LANGTON ASSOCIATES, INC. AND TRACK GUY CONSULTANTS ON AUGUST 5, 2019 TO PROVIDE CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES, AS WELL AS GRANT ADMINISTRATION FOR THIS PROJECT GRANT. THE COUNTY WAS NOTIFIED BY LANGTON ASSOCIATIONS, INC. OF AN AGREEMENT IN PLACE BETWEEN LANGTON ASSOCIATES, INC. AND TRACK GUY CONSULTING WHICH PROVIDES FOR SUB-CONTRACTING BETWEEN THE TWO ENTITIES TO PROVIDE THESE SERVICES. THE AGREEMENT WITH LANGTON CONSULTING, INC. HAS BEEN REVISED TO ACCOUNT FOR THIS ARRANGEMENT.

**Options:**

**Attachments:**

REVISED CONTRACT  
LETTER FROM COUNTY ATTORNEY  
EMAIL FROM LANGTON ASSOCIATES, INC.

## LaWanda Pemberton

---

**From:** Heather Pullen <hpullen@langtonconsulting.com>  
**Sent:** Friday, August 16, 2019 11:23 AM  
**To:** LaWanda Pemberton  
**Cc:** Mike Langton  
**Subject:** Re: Taylor County/Langton Executed FRA Grant Contract

Hi LaWanda,

After further review of the attached County executed CEI Services Agreement, it was discovered that the Agreement should only be executed by Langton Associates, Inc. and not Langton AND Track Guy Consultants.

Track Guy Consultants is a sub-contractor to Langton Associates, Inc. and we have a separate Agreement between the two parties. Therefore, we are going to have to request that the Agreement between the County and Langton Associates, Inc. be amended to only include Langton as the binding party.

Apologies for the confusion, I hope this will not require the Agreement going back to the Board for further approval. Please let me know if I can help with the Amendment of the Agreement.

Thanks,  
Heather Pullen  
Senior Public Affairs Consultant  
Langton Consulting  
4830 Atlantic Boulevard  
Jacksonville, Florida 32207  
T: (904) 598-1368



On Aug 13, 2019, at 5:05 PM, LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)> wrote:

Here you go... please email me back a fully executed contract when you can.

**From:** Heather Pullen [<mailto:hpullen@langtonconsulting.com>]  
**Sent:** Tuesday, August 13, 2019 5:02 PM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Subject:** Re: Taylor County/Langton Executed FRA Grant Contract



## CONSTRUCTION ENGINEERING & INSPECTION SERVICES AGREEMENT

This **Construction Engineering & Inspection Services Agreement** made on this \_\_\_\_ day of September 2019, by and between **Langton Associates, Inc.**, hereinafter referred to as "**Langton**", and **Taylor County Board of Commissioners**, herein after referred to as "**County**" on the following terms and conditions:

### RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering construction engineering and inspection services and grant administration and reporting services as outlined in The Requests For Proposals For Construction Engineering and Inspection Services "Exhibit A" to this Agreement, to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, the County is in need of construction engineering and inspection services as well as assistance with the administrative and reporting requirements of the Competitiveness & Employment By Rail (CEBYR) Project, Department of Transportation, Federal Railroad Administration FASTLANE Grant Agreement as outlined in "Exhibit A" and as per the Proposal submitted to the County by Langton, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual agreement at a fixed-fee amount of \$120,000 for the services rendered and outlined in "Exhibit A" for construction engineering and inspection services, and grant administrative and reporting services and assistance.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

1. Langton will complete the Scope of Work as outlined in Section 1 Introduction of "Exhibit A", an attachment to this Agreement.
2. Langton has stated that they are qualified, willing and able to perform the construction engineering and inspection services and the administrative and reporting requirements outlined in "Exhibit A".
3. The County has given public notice of the construction engineering and inspection services and administrative and reporting services and assistance needed pursuant to this Agreement as per the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Part 2 CFR 20.
4. Langton agrees to devote the necessary time and performance of the duties and requirements outlined in "Exhibit A" for the County.

5. The County shall give prompt written notice to Langton when the County observes or otherwise becomes aware of any development that affects the scope of work or timing of the services to be provided by Langton.
6. The County and the County's authorized employees and/or agents shall promptly report to Langton any defects or problems in services being provided in order to permit Langton to take prompt and corrective action to remedy the defect or issue and minimize any consequences which may result from the defective work.
7. The County shall examine Langton's Project Management and Quality Assurance Plan (PMQAP), studies, reports, and other documents applicable to the Project outlined in "Exhibit A" and the County will be provided all documents in a timely manner. The County also agrees to make all decisions required of said materials in a timely manner.
8. Langton shall be compensated for services rendered in this Agreement and as stated in "Exhibit A". The County shall be provided monthly invoices which shall be accompanied with monthly progress reports from Langton. Payment shall be made within thirty (30) days of the County's receipt of invoice and support documentation.
9. In the event of a disputed billing, only the disputed portion shall be withheld from payment and the County shall pay the undisputed portion. The County shall exercise reasonableness in disputing any bill or portion thereof.
10. All matters and correspondence pertaining to this Agreement and Services shall be made to the County's Authorized Representative. The County's Authorized Representative shall make decisions in a timely manner pertaining to submitted documents and/or requests. The County's Authorized Representative is as follows:

LaWanda Pemberton, County Administrator  
Taylor County Board of Commissioners  
201 E. Green Street  
Perry, Florida 32347  
(850) 838-3500 Ext. 107  
[Lpemberton@taylorcountygov.com](mailto:Lpemberton@taylorcountygov.com)

11. The Authorized Representative for Langton shall act on all matters pertaining to Services under this Agreement. The Authorized Representative shall not be shall not be changed without prior written notice to and agreement of the County. Langton's Authorized Representative is as follows:

Michael Langton, President  
Langton Associates, Inc.  
4830 Atlantic Blvd.  
Jacksonville, Florida 32207  
(904) 598-1368

12. The Agreement may be terminated by either party at any time with or without cause by any party in the Agreement with a thirty (30) day written notice. If the Agreement is terminated, the County shall within thirty (30) days pay for the Services satisfactorily completed up to the date of termination.
13. The County shall defend, indemnify, and hold Langton and their respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, and bodily injury or death) to the extent resulting from negligent acts or omissions by the County, its agents or employees, arising from or related to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.
14. Langton shall defend, indemnify, and hold the County and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, bodily injury, or death) to the extent resulting from negligent acts, errors, or omissions of Langton or Track Guy, their agents or employees, arising from or related to this Agreement.
15. In the event any claims, damages, losses, and expenses are caused by negligence of Langton and the County (or anyone whose acts they may be liable for) each party will bear its proportional share of the claims, damages, losses, and expenses based on each party's relative degree of fault. The County specifically does not waive any sovereign immunities pursuant to Florida Law.
16. Langton shall maintain, at their expense continuous insurance coverage as required in "Exhibit A".
17. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes related thereto shall be governed by, interpreted, construed, and enforced in accordance with the law of the State of Florida.
18. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse in a judicial forum.
19. In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.

20. Venue of any litigation shall be exclusively in the County of Taylor County, Florida.
21. Langton shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits including but not limited to Right-of Entry for Railroad Access permits to conducts business and the performance of Services pursuant hereto.
22. This Agreement shall be binding upon the County and Langton and their respective partners, successors, heirs, assigns, and legal representatives.
23. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the County and Langton and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and Langton and not for the benefit of any other party. The County and Langton shall not assign, sublet, or transfer any rights under or interests including but without limitation, monies that may become due or monies that are due in this Agreement without written consent of the other. However, nothing contained herein shall prevent or restrict Langton from employing independent professional associates or subconsultants as they may deem appropriate to assist with the services hereunder.
24. Langton agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Langton agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Order, including but not limited to, Executive Order No. 11246.
25. Langton warrants that their Services under this Agreement shall be performed in through, efficient, and workmanlike manner, promptly, with due diligence and care, and in accordance with the practices of their professions.

This Agreement (consisting of page 1 through 5, inclusive) together with "Exhibit A" constitutes the entire and integrated Agreement between the County and Langton and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or cancelled by written instrument signed by an authorized representative of each party to be bound thereby.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement by their duly Authorized Representatives as of the day and year first written above.

ACCEPTED BY:

COUNTY

CONSULTANT

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

LANGTON ASSOCIATES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*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

August 26, 2019

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

VIA E-MAIL AND REGULAR MAIL

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

Re: Fastlane Langton CEI Agreement

Dear Lawanda:

I have reviewed the Agreement with Langton you e-mailed me on 8/22/19.

It looks okay to me.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosures

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

Annie Mae, attached is a copy of the Agreement.

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# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**

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

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:** Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for 2019/2020.

**Recommended Action:** Approve contract.

**Fiscal Impact:** \$12,500

**Budgeted Expense:** Yes

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

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

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for 2019/2020.

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

**Attachments:** Copy of contract.

FISCAL YEAR 2020  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES  
AGREEMENT  
BETWEEN THE  
BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA  
AND THE  
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

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

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

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



### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2019 and shall end on September 30, 2020. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

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

### ARTICLE V - DEFAULT AND TERMINATION

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

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

#### ARTICLE VII - LIABILITY

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

#### ARTICLE VIII - ASSIGNABILITY

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

#### ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

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

#### ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

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

#### ARTICLE XI - AMENDMENT OF AGREEMENT

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

#### ARTICLE XII - COMPLETE CONTRACT

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

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

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY

Attest:

Seal

\_\_\_\_\_  
Annie Mae Murphy  
County Clerk

\_\_\_\_\_  
Pam Feagle  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

\_\_\_\_\_  
Scott R. Koons  
Executive Director

\_\_\_\_\_  
Robert Wilford  
Chair

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2020  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

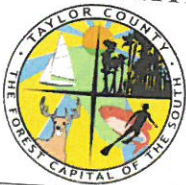
The following services will be provided by the Planning Council to the Purchaser.

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

(1h)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**  
*County Commission Agenda Item*

**SUBJECT/TITLE:**



Board to approve T-Hangar Lease Agreement at Perry-Foley Airport for Joan Michel Garcia.

**Meeting Date:**

September 3, 2019

**Statement of Issue:**

Board to approve T-Hangar Lease Agreement at Perry-Foley Airport for Joan Michel Garcia.

**Recommendation:**

Approve T-Hangar Lease Agreement for Joan Michel Garcia.

**Fiscal Impact:**

\$ T-Hangars lease for \$160.00 per month plus tax. This lease brings in an annual income of \$2,054.40.

**Budgeted Expense:** Yes

☐

No

☐

N/A

X

☒

**Submitted By:**

Jami Boothby, Grants Coordinator

**Contact:**

Jami Boothby

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Joan Michel Garcia is requesting to lease a T-Hangar at Perry-Foley Airport. The lease agreement is for a one (1) year period. The T-Hangars lease for \$160.00 plus tax per month.

**Attachments:**

1. Lease Agreement for Joan Michel Garcia.

2.



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

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### Perry-Foley Airport Hangar Lease Agreement

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

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Joan Michel Garcia ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar# \_\_\_\_ (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Piper Cub J-5A "Cruiser Orange"

Registration No. N50674 (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

The term of this agreement shall commence on the \_\_\_\_ day of \_\_\_\_, 20\_\_, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.



3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$160.00 lease and \$11.20 tax for a total of \$171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

**Lessor Requirements.** Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is



specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.
- e. Environmental Laws:
1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

Copies of the regulations outlined in Section 5 Obligations of the Lessee can be viewed at the Airport Manager's office.

6. Sublease/Assignments:

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. Condition of Premises:

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. Alterations:

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

**Governing Law:**

This Agreement shall be construed in accordance with the laws of Florida.

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. **Maintenance of Airport Facilities:**

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. **Airspace and Approaches:** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: MELODY COX

2. If to Lessee, address to:

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Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: **Taylor County Board of County Commissioners, Florida**

By: \_\_\_\_\_

Title: **Airport Director or Airport Manager**

Lessee:  \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Attested by: Annie Mae Murphy- Clerk of Court

By: \_\_\_\_\_  
County Administrator or  
Chairman of the Board of Commissioners



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to review and approve Grievance Procedures for FY 2019-2020 for the Local Coordinating Board for the Transportation Disadvantaged.

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:**

Board to review and approve the Grievance Procedures for FY 2019-2020 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

**Recommended Action:**

Approve the FY 2019-2020 Grievance Procedures for the Taylor County Transportation Disadvantaged Program.

**Budgeted Expense:**

Not Applicable

**Submitted By:**

Jami Boothby, Grants Coordinator

**Contact:**

Jami Boothby

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain Grievance Procedures and update them on an annual basis. The Grievance Procedures are in full compliance with the Florida Commission for the Transportation Disadvantaged Grievance Procedures.

**Attachments:** Grievance Procedures FY 2019-2020



**GRIEVANCE PROCEDURES 2019 – 2020**  
**TAYLOR COUNTY LOCAL COORDINATING BOARD**  
**FOR THE TRANSPORTATION DISADVANTAGED**  
Updated August 22, 2019

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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 1-800-984-2435 or 850-488-6036 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](http://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 1-877-254-1055.
- 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](mailto:smitchell@bigbendtransit.org)

Taylor County Planning Grant Manager  
201 East Green St.  
Perry, Florida 32347  
Contact: Jami Boothby  
Phone: 850-838-3553  
[grants.assist@taylorcountygov.com](mailto: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](http://www.fdot.gov/ctd)

You may also contact [CTDOmbudsman@dot.state.fl.us](mailto: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 19th day of September, 2019

\_\_\_\_\_  
Pam Feagle, Chairperson  
Local Coordinating Board for the Transportation Disadvantaged

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

\_\_\_\_\_  
Pam Feagle, Chairman  
Taylor County Board of Commissioners

September 3, 2019  
Date

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

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

Board to review and approve the By-Laws for 2019-2020 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:** Board to review and approve the By-Laws for 2019-2020 for the Local Coordinating Board for the Transportation Disadvantaged.

**Recommended Action:** Approve LCB By-Laws for 2019-2020

**Budgeted Expense:** Not Applicable

**Submitted By:** Jami Boothby, Grants Coordinator

**Contact:** Jami Boothby

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain By-Laws and update them on an annual basis. The agencies and groups represented on the LCB are a requirement of the Florida Commission for the Transportation Disadvantaged.

**Attachments:** 2019-2020 By-Laws for the LCB

**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 1<sup>st</sup> 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 51% 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 is 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 3rd day of September, 2019.

\_\_\_\_\_  
Pam Feagle, 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 19th day of September, 2019.

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

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance Procedures 2019-2020 update. The Section 504 is a requirement for several state and federal grant programs and projects and was last updated and approved by the Board on February 6, 2017.

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:** Board to review and approve the Section 504 Compliance Policy update.

**Recommended Action:** Approve the Section 504 Compliance Policy update.

**Fiscal Impact:** The Section 504 Compliance Policy is a requirement for several state and federal grant programs.

**Submitted By:** Jami Boothby, Grants Coordinator

**Contact:** Jami Boothby

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance Procedures is a requirement for the Community Development Block Grant (CDBG). The Section 504 Compliance Policy is required to ensure the County is making a reasonable effort to provide for handicap accessibility and does not discriminate against those with disabilities at County facilities, County sanctioned events and activities, and when hiring personnel.

**Attachments:** Taylor County Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance Procedures 2019-2020 update.



**TAYLOR COUNTY, FLORIDA  
SECTION 504 COMPLIANCE POLICY,  
EVALUATION PLAN,  
TRANSITION PLAN,  
AND GRIEVANCE PROCEDURES  
2019-2020**







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## I. GENERAL POLICY

### A. APPLICABILITY

Taylor County's Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws. For roadways, the Taylor County Capital Improvement Plan (CIP) is the transition plan. Each project includes surveys of pedestrian facilities, designs for corrections of identified deficiencies, engineering and construction plans needed for the corrections, and inspections to verify the work was completed in accordance with ADA compliance standards.

### B. SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with federal grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, roadways, projects, programs, and/or activities, is hereby incorporated by reference. Future state or federal regulations applicable to nondiscriminatory practices shall supersede and/or supplement this policy.

### C. DEFINITIONS

1. "Accessible," when used with respect to the design, construction, or alteration of a facility or a portion of a facility, means that the facility or portion of the facility when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps.
2. "Accessible Route" means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and



reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

3. "Adaptability" means the ability of certain elements such as, but not limited to, sinks, toilets, grab bars, ramps, and railings, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
4. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e. readers, Braille material, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).
5. "Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
6. "Qualified individual with handicaps" means:
  - a. with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
  - b. with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that Taylor County can demonstrate would result in a fundamental alteration in its nature; or
  - c. with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
7. "Undue hardship" means financial or administrative burdens, which would be imposed on the operation of Taylor County's program. Factors to be considered include:





- a. The overall size of Taylor County's program with respect to number of employees, number and type of facilities, and size of budget;
- b. The type of Taylor County's operation, including the composition and structure of the workforce; and
- c. The nature and cost of the accommodation needed.

## II. COMMUNICATIONS

### A. AUXILIARY AIDS

Taylor County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. Where the County communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf person (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunication Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. Taylor County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls County offices prior to the event and communicated to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

## III. EMPLOYMENT

### A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance.





## B. REASONABLE ACCOMMODATION

Taylor County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

## C. EMPLOYMENT CRITERIA

Taylor County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of any applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

# IV. PROGRAM ACCESSIBILITY

## A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because Taylor County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

## B. NON – HOUSING FACILITIES

New non-housing facilities including roadway and pedestrian facilities , shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alteration to existing non – housing, roadway and pedestrian facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps and completed in accordance with ADA standards.

### 1. METHODS

Taylor County may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of



additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

## 2. HISTORIC PRESERVATION PROGRAMS OR ACTIVITIES

In meeting Section 504 requirements in historic preservation programs or activities, Taylor County shall give priority to methods that provide physical access to individual with handicaps. However, in cases where a physical alteration to a historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reason for noncompliance shall be completely documented.

## V. ENFORCEMENT

### A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate Taylor County for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended.

### B. SELF-EVALUATION

Taylor County shall, as expeditious as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

1. Evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504.
2. Modify any policies and practices that do not meet the requirements of Section 504.



3. Take appropriate corrective steps to remedy the discrimination.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of area examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

#### C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is Assistant County Administrator and can be reached at telephone number 850-838-3500 ext. 102.

### VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

#### A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

#### B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and union and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph 3 above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of noticed or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.





### C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing, the person identified as Coordinator on page 6 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

1. Name and address of the complainant.
2. Name and address of the alleged offending party.
3. Specific details, in a near chronological order, of the events leading to the alleged action.
4. The alleged discrimination.
5. Names, addresses and phone numbers of any witnesses or other person having knowledge of the circumstances.
6. Any other relevant information.

The Section 504 Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The County shall appoint a five (5) member Section 504 Compliance committee which will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected governing body. The Committee may call both parties together in an attempt to reach an amicable solution. The Section 504 Coordinator will act as the intermediary between the Committee and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The County's attorney will become the lead official, acting on behalf of and with the consent of the local governing body.



Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expands further on grievance /complaints which have exhausted local capability.

#### D. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

#### E. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with the applicable Federal financial assistance and/or applicable federal agency. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

#### F. COMPLAINT/GRIEVANCE RESOLUTION

The Federal financial or other applicable agencies civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. Applicable Federal officials will then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.





This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary, Director or applicable federal agency official approved the action, and (4) thirty days expire after the Secretary, Director or official has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory acts by the recipient or the offended party are prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

Approved by the County Commission of Taylor County, Florida, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk of Courts



## **ATTACHMENT A SELF-EVALUATION PLAN**

1. Parking:
  - a. Handicapped designated parking spaces to provided
  - b. Spaces closest to accessible entrance and on accessible route
  - c. Spaces minimum of 96" in width
  - d. Access aisle adjacent to parking space and minimum of 60" in width
  - e. Slope of space and access aisle is maximum of 1:50
  - f. Spaces marked with universal access codes
2. Accessible Route:
  - a. Unobstructed path; ¼" max vertical surface
  - b. Minimum width of 36" (32" min for 24" distance); Roadside (48")
  - c. Minimum passing space of 60" at 200' intervals
  - d. Protruding Objects (27"~80"); Post Mounted  $\leq 2"$ ; Wall Mounted  $\leq 4"$ ; Overhanging  $\geq 80"$
  - e. Surface texture of firm, stable, slip-resistant material
  - f. Slope not to exceed 1:20
  - g. If slope exceeds 0.5", install ramp (see Section 5)
  - h. Gratings of maximum 0.5" gap width in direction of route
3. Outside Paths and Walks:
  - a. Minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.
4. Curb Ramps:
  - a. Provided where an accessible route crosses a curb
  - b. Maximum running slope of 1:12
  - c. Minimum width of 36"
  - d. Firm, stable, slip-resistant surface
  - e. Maximum slope of flared sides of 1:10 if no hand or guard rails provided
  - f. Detectable warnings at entrance to travelway
5. Ramps:
  - a. Provided on any part of an accessible route with a slope exceeding 1:20
  - b. Maximum slope of 1:12
  - c. Maximum cross slope of 1:50 (2%)
  - d. Firm, stable, slip-resistant surface
  - e. 30" to 34" high handrails extending 12" beyond top and bottom of ramp provided if ramp rise exceeds 6" and run exceeds 72"
  - f. Edge protection to prevent slipping off ramps



- g. Level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp
6. Building Entrance:
- a. Minimum of one principle entrance
  - b. On an accessible route
  - c. Level entry or sloped with a 32" non-revolving door
  - d. Minimum of 32" width
  - e. Entryway clear of obstacles
  - f. Hardware maximum height of 48", and push/pull type or lever operated
  - g. Maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
  - h. Maximum of 0.5" height with leveled edge and maximum slope of 1:2
7. Elevators:
- a. Minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
  - b. Self-leveling with reopening devices
  - c. Doors remain open for 3 seconds
  - d. Minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
  - e. Centered maximum of 42" from floor and light
  - f. Control panel maximum of 48" from floor with buttons minimum of 3/4" and marked with raised characters
8. Lifts:
- a. May be used in lieu of elevator
  - b. Minimum of 30" x 48"
  - c. Control panel maximum of 48" front approach and 54" parallel approach
  - d. One hand operable
9. Toilets:
- a. On an accessible route
  - b. Entrance door minimum of 32" with lever handle or push/pull type hardware
  - c. Door closer 5 lbf maximum effort to open
  - d. Unobstructed space
  - e. Doors on stall minimum of 32" and stall minimum of 36"
  - f. Grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter, and 1.5" clear of wall
  - g. Commode seat 17-19" height
  - h. Toilet paper dispenser 19" minimum above floor
  - i. Lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron
  - j. Mirror bottom 40" maximum above floor



- k. Urinal basin opening maximum 17" from floor
- l. Towel dispenser and disposal unit height 40" maximum above floor
- m. Faucet handles extended

10. Drinking Fountains:

- a. 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- b. On an accessible route
- c. Spout mounted 36" above floor
- d. Controls must be operable with one hand without grasping or twisting
- e. Wall mounted bottom of apron to floor 27" minimum; built in 30"x48" minimum in front of fountain

11. Warning Signals:

- a. If warning systems are provided, both visual and audible should be provided
- b. Signals must be perceptible above prevailing sounds
- c. Signals must be visual – flashing exit signs

12. Meeting Rooms and Conference Areas:

- a. Are all rooms handicapped accessible
- b. Minimum of three wheelchair locations in lieu of seats
- c. Wheelchair locations must be on an accessible route
- d. Wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide
- e. Performing areas must be on an accessible route
- f. Listening systems must be audio looped and radio frequency acceptable

13. Public Telephones:

- a. Minimum of one per floor if phones are installed
- b. On an accessible route with clear floor space 30" x 48"
- c. Highest operable control 48" for front approach and 54" for parallel approach
- d. Control must be push buttons
- e. At least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing – impaired

Definition: Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.





## **ATTACHMENT B**

### **SELF-EVALUATION & TRANSITION PLAN PREPARATION**

### **PARTICIPATING PARTIES**

The below listed individuals, bodies, organizations, or firms have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self-Evaluation Plan and/or Capital Improvement Plan (CIP) for each public and pedestrian facility, and roadway.

Review of each facility deficiencies identified in the Self-Evaluation format was conducted with goals established for correction to the maximum extent of the County's capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, types of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the County to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process. The County's CIP serves as the transition plan for the roadway and pedestrian facility transition planning process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

#### **Participating Parties:**

Taylor County Board of Commissioners  
Taylor County Staff  
The Florida Department of Transportation – Local Agency Program  
Taylor County Local Coordinating Board for the Transportation Disadvantaged  
Government Services Group, Inc.  
AVCON, Inc.



**ATTACHMENT C  
TRANSITION PLAN  
FOR SECTION 504 COMPLIANCE**

<b>Facility</b>	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>	<b>Completion Date</b>
Hodges Park – Keaton Beach	Improvements to handicap accessibility of restroom	Yes – restrooms are compliant, but renovations are needed and repairs to restroom sidewalk are needed	Improvements are scheduled to be completed in 2015	May 2016
Forest Capital Hall	Handicap accessible restroom facilities	Yes	June 2015	October 2015
Forest Capital Hall	Handicap accessible stage in auditorium	Yes	June 2015	September 2015
Forest Capital Hall	Handicap accessible seating and hand railings in auditorium	Yes	October 2016	February 2017
Williams Fish Camp Landing (Mandalay)	Handicap accessible parking area for boater and ramp and docking improvements for enhanced accessibility	Yes	May 2015	April 2015
Steinhatchee Boat Ramp	Construction of restroom facilities with handicap accessible features	Yes	October 2017	June 2018
Steinhatchee Boat Ramp	Docking area improvements with hand railings and slip resistant surfaces to provide for handicap accessibility	Partial	March 2020	



**ATTACHMENT C  
TRANSITION PLAN  
FOR SECTION 504 COMPLIANCE**

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Taylor County Board of Commissioners Chamber Room	Improved audio and video system for chamber room	Partial	October 2020	
Keaton Beach Coastal Park	Restrooms with handicap accessibility	Yes	September 2016	August 2016
Keaton Beach Coastal Park	Non-boater parking facilities with handicap accessibility	Yes	September 2016	July 2016
Hodges Park	Restriping of parking facilities with designated handicap parking	Yes	April 2017	July 2016
Ash Street Roadway	Upgrade Pedestrian Sidewalk	No	December 2023	
1 <sup>st</sup> Ave South East Roadway	Upgrade Pedestrian Sidewalk	No	December 2022	
Administrative Complex Building	Upgrade Pedestrian Sidewalk	No	Sidewalks are within City ROW	
Green Street Sidewalk – LAP Project	Construct Pedestrian Sidewalk Extension	No	June 2020	
Old Dixie Highway Sidewalk – LAP Project	Construct New Pedestrian Sidewalk	No	December 2022	

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



**2019 E911 FALL RURAL COUNTY MAINTENANCE GRANT**

**Meeting Date:**

**September 3rd, 2019**

**Statement of Issue:** This application is for the 2019 Fall Rural County Grant. This grant funds the maintenance costs associated with Taylor County's 911 system.

**Recommendation:** Approve the application

**Fiscal Impact:** \$ 10,388.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Katie Morrison

**Contact:** 850-838-1104 / katie.morrison@taylorsheriff.org

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The E911 Rural County Grant Program is used to assist rural counties with the installation and maintenance of an enhanced 911 system, and to provide "seamless" E911 throughout the State of Florida. This grant will help to cover maintenance expenses associated with the E911 system. This is a reimbursement grant; There is no match for this grant, as it is 100% funded by the State E911 board.

**Options:**

1. Approval of grant application
2. If not approved, we will be unable to pay for our 911 Maintenance

**Attachments:**

1. Grant application
2. Quotes from vendors



**APPLICATION**

**E911 RURAL COUNTY GRANT  
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida  
Administrative Code, Rural County Grants  
E911 Rural County Grant Program Application,  
Revised 02/17/16**

## 1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

## 2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

## 3.0 Definitions

- A. Enhanced 911 (E911): As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- E. Public Safety Answering Point (PSAP): As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

## 4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

## **5.0 General Conditions**

- 5.1 Applications must be delivered to the following address:  
State of Florida E911 Board  
ATTN: E911 Board Administrative Staff  
4030 Esplanade Way, Suite 135  
Tallahassee, FL 32399-0950  
Or [E911BoardElectronicGrantReports@dms.myflorida.com](mailto:E911BoardElectronicGrantReports@dms.myflorida.com)
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.



5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds**

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

## **7.0 Approval and Award**

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

## **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

[E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com)

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

Temporarily withhold grant payments pending grantee correction of the deficiency,  
Disapprove all or part of the cost of the activity or action not in compliance,  
Suspend or terminate the current award for the grantee's project,  
Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:  
Florida E911 Board  
PO Box 7117  
Tallahassee, FL 32314  
The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

## **9.0 Grant Reporting Procedures**

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to [E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com).
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to [E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com).
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.



- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County

TAYLOR

STATE OF FLORIDA E911 BOARD  
**E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$10,388.00

Project Title: **2018 Taylor County Fall Maintenance Grant**

1. Board of County Commissioners Chair: **Pam Feagle**  
Mailing Address: PO Box 620  
City: Perry  
State: FL Zip: 32347 -   
Phone: ( 850 ) 838-3500 Fax: 850-838-3501  
Email Address:
2. County 911 Coordinator: **Katie Morrison**  
Mailing Address: PO Box 620  
City: Perry  
State: FL Zip: 32347 -   
Phone: ( 850 ) 838-1104 Fax: 850-223-2049  
Email Address: katie.morrison@taylorsheriff.org
3. Federal Tax ID Number: 59-6000879

County TAYLOR

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

4. County Fact Information

A. County	<u>Taylor</u>
B. Population	<u>21,623</u>
C. Total Number of Incoming Nonwireless Trunks	<u>6/4 MFN</u>
D. Total Number of Incoming Wireless Trunks	<u>17</u>
E. Number of PSAP's	<u>1</u>
F. Number of Call-taking Positions per PSAP	<u>4</u>
G. Total Volume of 911 Calls	<u>12,196</u>
H. What equipment is needed to maintain the Enhanced 911 system?	<u>N/A</u>
I. What equipment is requested in this grant application?	<u>N/A</u>
J. Financial Information:	
1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?	<u>\$46,599.27</u>
2.) What are the current annual costs for maintenance of items included in 1.)?	<u>\$58,426.85 (amount from both grants)</u>
3.) Total amount of E911 fee revenue received in the preceding year?	<u>\$72,714.36 (line 10)</u>
4.) Total amount of county carry forward funding retained in the preceding year?	<u>\$0.00 (line 20)</u>
5.) Current total amount of county carry forward funding?	<u>\$227,703</u>
6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.13 multiplied by two)	<u>\$43,628.56</u>
7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.)	
Insert in Item 12. Budget Expenditure Report	<u>\$184,074.44</u>

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

**Taylor County currently has a 4 position PSAP utilizing Solacom. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 with an online database.**

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

**Taylor County is requesting funds for 911 equipment maintenance. The purpose of this request is to keep the 911 equipment in peak operational status with qualified technicians performing standard maintenance and testing, as well as ensuring all software updates are applied in a timely manner.**

- **911 Datamaster Second Tier Support (01/01/2020-12/31/2020)**  
Comprehensive 24/7 technical maintenance support program. Includes support, patches and upgrades to all software components as well as hardware repairs.
- **Eaton UPS maintenance (3/15/2020-3/14/2021)**  
Services, only 911 equipment. Flex 8 Hr. Rsp, 7x24 cvg. 1x per term: UPS preventative maintenance, after hours (7x24), 1x per term: sealed battery preventative maintenance, any time. EOSL Status Active

**The services provided by the vendor will be monitored by County 911 Coordinator to ensure that all deliverables are provided.**

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

**The funds requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment, for over a decade.**



8. Describe why your county will not be able to complete this project without this grant funding.

**Taylor County is a rural county with a population under 23,000. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern." Without the funding this grant would provide, wireless phase II operation at our center would be difficult to continue.**

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

**Taylor County currently has enhanced 911 with wireless phase I and II services as defined by the State 911 plan. In section 4.4 of the state E911 plan coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 911 service to all of the residents, businesses, and visitors of Taylor County.**

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

**Taylor County is requesting these funds in advance for projects or coverage that are needed for 2020-2021. Upon approval of the grant, a budget request will be provided to the Board of County Commissioners. Once approval of the budget commences, a Purchase Order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will be considered complete when all funds have been expended and the vendor has reported action on all items in the quote.**

11. Sole source justification (if applicable).

**This will be a sole source procurement to avoid voiding maintenance and warranty agreements.**

## 12. Budget/Expenditure Report


Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County: <b>Taylor</b>	Grant Number:	Report Date:
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For Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year: 2017-2018	FINAL <input type="checkbox"/>
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Proposed Budget				USE FOR QUARTERLY REPORTS	
Line Item	Unit Price (\$)	Quantity	Total Cost (\$)	Revised Budget	Total Cumulative Expenditures (\$)
A. Systems (Hardware, Software, Equipment & Labor)					
Total System Items					
B. Services (Training, Maintenance and Warranty Items)					
<b>911 Datamaster Second Tier Support</b>	\$5,670.00	1	\$5,670.00		
<b>Eaton UPS Maintenance</b>	\$4,718.00	1	\$4,718.00		
Total Service Items			2		
Less any Applied County Carry Forward or other Funding (if applicable)					
Grant Request Total			\$10,388.00		

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	

  
Signature, County 911 Coordinator

County

Taylor

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE

Pam Feagle  
Printed Name

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

## Appendix I

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### AUTHORIZED EXPENDITURES OF E911 FEE.—

- (a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.
- (b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administering the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunications as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.
- (c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.







We have prepared a quote for you

**911 Datamaster ALI DBMS Quote**

Quote # 000042  
Version 1

Prepared for:

**Taylor County, FL**

Katie Morrison  
katie.morrison@taylorsheriff.org

**AK** ASSOCIATES

Description	Price	Qty	Ext. Price
<b>911DM-SUP1Y    911 Datamaster Support (1YR)</b> 911 Datamaster Support - 12/20/19 through 12/19/20	\$5,670.00	1	\$5,670.00

Page: 2 of 3





Eaton UPS Service Contract Renewal 41172  
Quote Date: 7/5/2019

Doug McAllister, Eaton Authorized Representative  
Florida Critical Power, LLC  
3016 Third Street, Suite 202  
Jacksonville Beach, FL 32250  
813-968-7013  
Email: DougMcAllister@FloridaCriticalPower.com

**Prepared For:**

Billing Contact: Katie Morrison, Taylor County 911 Coordinator  
Billing Company: Taylor County - BOCC  
PO Box 620  
Perry, FL 32348  
850-838-1104 office 850-672-1976 cell  
Email: katie.morrison@taylorsheriff.org

**For Covered Equipment at Site:**

Site Contact: Katie Morrison, Taylor County 911 Coordinator  
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.  
591 E Highway 27  
Perry, FL 32347  
850-838-1104 office 850-672-1976 cell  
Email: katie.morrison@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

**Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal**

Coverage Start Date: 3/15/2020 Coverage End Date: 3/14/2021 Term: 1 Year

**Flex: 8 Hr Rsp, 7x24 Cvg Only**

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

**Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10**

Site Location	Model	Serial Number	Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03	1
<b>Subtotal:</b>			<b>1</b>

**Grand Total Price: \$4,718.00**

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to [DOUGMCALLISTER@FLORIDACRITICALPOWER.COM](mailto:DOUGMCALLISTER@FLORIDACRITICALPOWER.COM) for processing.

Accepted By:	Name	Title	Date	Purchase Order Number
Print Name:				

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)



17

**Release Request of Land Lease**

William R. Dorman  
4551 Woods Creek Road  
Perry, FL 32347

June 14<sup>th</sup>, 2019

Annie Mae Murphy  
Taylor County Clerk of Court  
108 North Jefferson Street  
Perry, FL 32348  
PO Box 620  
Perry, FL 32347

Board of County Commissioners  
RE: Release Request of Airport Land Lease

You are hereby notified that the last 40 acre Agriculture Tenancy located at the Perry Airport located in Taylor County, Florida is being released back to the County secondary to the current Solar Panel Plans. You will therefore take notice and govern yourselves accordingly.

Please feel free to contact me with any questions.

Thank you,



William R. Dorman  
4551 Woods Creek Road  
Perry, FL 32347  
(850) 584-4040



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, 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

THIS CONTRACT, made the 21<sup>st</sup> day of April, 2015.  
Between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and William R. Dorman  
(Dorman Hay Company)

Hereinafter called the **CONTRACTOR, WITNESSETH**, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

**"THE LEASING OF FORTY FIVE (45) ± ACRES TO BE ESTABLISHED  
AND HARVESTED AS HAY AT THE PERRY – FOLEY AIRPORT."**

The forty five (45) ± acres field is to be established and harvested as perennial pasture/hay Coastal Bermudagrass.

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales.

The successful bidder is required to establish the forty five (45) ± acres hay field which includes the planting/sprigging of Coastal Bermudagrass.

The successful bidder is required to fertilize the forty five (45) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed and insect control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for lease will be due by September 30 of each year. The forty five (45) ± acres is being leased at the following rates per acre.

**Years 2015, 2016, and 2017 will be leased at \$25.00 per acre for an annual payment of \$1,125.00 due by September 30 of each year.**

**Years 2018, 2019, and 2020 will be leased at \$87.00 per acre for an annual payment of \$3,915.00 due by September 30 of each year.**

**Years 2021, 2022, and 2023 will be leased at \$87.00 per acre for an annual payment of \$3,915.00 due by September 30 of each year.**

This agreement will be for a period of nine (9) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commission.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy, if not provided at submission of bid.

The successful bidder may only use the land leased for the harvesting of hay.

2. **THE CONTRACT PRICE.** Successful Bidder shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Taylor County Board of County Commissioners.
3. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
4. **Bidder understands upon the cutting and baling of hay at the forty five (45) ± acres site all hay and all equipment must be removed from the area immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.**
5. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors 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 County or any of its Officer, Agents or Employees.

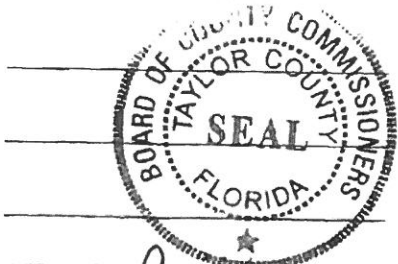
6. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 holding the County harmless for the Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**
- 
7. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees. The County will also accept a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement. The Exemption Certificate must list all employees of the contractor.
8. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, in not attached, as if hereto attached.
- (a) Bid Specification and Details
  - (b) The Contractor's Proposal
  - (c) This Instrument
- In the event that any provision in any of the above component parts, the provision in the component list enumerated above shall govern over any other component part, which follows it numerically except as may be otherwise specifically stated.
9. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: **BILL ROBERTS, PERRY – FOLEY AIRPORT, 401 INDUSTRIAL PARK DRIVE, PERRY, FLORIDA 32348, TELEPHONE (850)838-3519, or airport@taylorcountygov.com OR MELODY COX, 401 INDUSTRIAL PARK DRIVE, PERRY, FLORIDA 32348, TELEPHONE (850)838-3553, or melody.cox@taylorcountygov.com**
10. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

See Attached Page

Must be Executed

IN WITNESS WHEREOF, THE Parties hereto have caused this instrument, as of the 21<sup>st</sup> day of April, 2015.

WITNESS:



TAYLOR COUNTY

Patricia Patterson  
Chairman

ATTEST: Annie Mae Murphy  
Annie Mae Murphy  
Clerk of Courts

WITNESSES:

CONTRACTOR

William R. Duncan

Signature

STATE OF FLORIDA  
COUNTY OF TAYLOR

THIS FOREGOING INSTRUMENT was acknowledged before me this 2 day of July, 2015, who is personally know to me and who did not take an oath.

Dara R. Fierro  
NOTARY PUBLIC  
My Commission Expires: 1/24/15



Contract Amended February 2, 2015



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and ratify the grant application documents to the Gulf Consortium requesting funding in the amount of \$35,000 to complete a Feasibility Study to determine if Hagen's s Cove is a viable location for a public recreational boating facility and meets the criteria as outlined in the Taylor County Coastal Access Program in the State Expenditure Plan (SEP) for Pot 3 of the Gulf Coast Restoration Trust Fund (Restore Act).

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:** Board to review and ratify grant application documents submitted to the Gulf Consortium requesting funding in the amount of \$35,000 to be used to complete a Feasibility Study to determine the viability of Hagen's Cove being developed into a recreational boating facility and a public-public partnership between Florida Wildlife Commission (FWC) and the County.

**Recommended Action:** Ratify grant documents.

**Fiscal Impact:** The County is requesting funding in the amount of \$35,000 for the Feasibility Study. No cash match is required from the County.

**Budgeted Expense:** Y/N Not applicable at this time.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** During the review process for the ranking of the proposed Pot 3 Restore Act projects for Taylor County, the Board determined a priority project would be to work with FWC for a possible public-public partnership to develop Hagen's Cove into a recreational boating facility. The Feasibility Study will determine if this is a viable option for the County and if the site meets the criteria outlined in the Taylor County Coastal Acces Program as approved in the SEP.

**Attachments:** Gulf Consortium grant application documents



## **Abstract**

Taylor County will contract with a professional consultant to complete a Feasibility Study to assist the County in determining if the expansion of existing facilities at Hagen's Cove is a viable option for a boating facility. Hagen's Cove is owned and currently operated by the Game and Fresh Water Fish Commission-FWC. If the site is determined to be a viable option, the development would be a Public-Public Partnership with a Memorandum of Agreement between the two entities. The study will include but not be limited to: determining if there is navigable channel access of at least -3 feet Mean Low Water; potential permitting requirements; environmental and/or or cultural resource impacts; impacts-if any on endangered or protected species; impacts of a paved road to the proposed facility and potential traffic congestion; and sufficient uplands for the development of a parking area and boating facility amenities such as restrooms.



## **Project Narrative**

The Hagen's Cove Feasibility Study will be used to determine if the site meets the criteria outlined in the County's Coastal Public Access Program as approved in the SEP. This criteria includes:

1. Relieve existing vehicular traffic congestion
2. Relieve existing boating traffic congestion
3. Have navigable channel access of at least -3 feet Mean Low Water
4. Have paved road access
5. Have adequate upland area for parking large numbers of vehicles and boat trailers
6. Have additional upland area for other park amenities

The Study will assist the County and the Game and Fresh Water Fish Commission -FWC in determining if it benefits both entities to enter into a partnership and a Sub-lease Agreement to develop the site into a public boating facility with no negative impacts on the adjacent FWC owned wildlife management areas. The primary focus of the County's Coastal Access Program is public recreational access and tourism promotion; therefore Best Available Science (BAS) does not apply to this project. The County will be discussing the Hagen's Cove Feasibility Study in a minimum of three publically advertised meetings and the completed Study will be available on the County's website at [www.taylorcountygov.com](http://www.taylorcountygov.com). The Feasibility Study will also be submitted to the Gulf Consortium with the project close out documents. The professional consultant will be selected through the competitive procurement process and in compliance with 2CFR 200 procurement standards and procedures.

## **Project Title**

### **Coastal Access- Hagen's Cove Feasibility Study**

The Feasibility Study is consistent with the Project Title as the Study will be used to determine if the site is in compliance with the goals of the Taylor County Public Access Program – Project No. 10-1 and if the location is a viable option to be developed into a public boating facility to : (1) Improve public access to the Gulf of Mexico; (2) take pressure off of existing infrastructure and natural resources at Keaton Beach and Steinhatchee locations and; (3) enhance the local economy by providing the coastal infrastructure to support a greater number of visitors to Taylor County. The Feasibility Study will be the first phase of the development of Hagen's Cove if it is determined to be a viable location for a public recreational boating facility.



## Methodology / Approach

As outlined in the Project Narrative, the purpose of the project is determine if Hagen's Cove is a viable location for a public boating facility providing direct access to the Gulf of Mexico for the many recreational boaters who visit the area. Recreational fishing and boating has a tremendous economic impact on rural, fiscally constrained Taylor County. Being critical to the local economy having additional, expanded, and adequate boating facilities is essential for tourism development. Hagen's Cove is owned and operated by the Game and Freshwater Fish Commission-FWC and the Feasibility Study will also enable the two entities to evaluate and decide if entering into a Public-Public partnership is a viable option to develop the site into a recreational boating facility.

Hagen's Cove is located on 347 acres in the Big Bend Wildlife Management area directly on the Gulf of Mexico in the southern end of Taylor County just off of County Road 361. Hagen's Cove is located 1.3 miles off of the main road and is currently accessed via a gravel but well maintained road. The site's Parcel Number is: 24-08-07-07199-000. The County had numerous public meetings to discuss proposed land acquisitions and potential boating facility locations. During the County's evaluation process Hagen's Cove was ranked as the #1 potential recreational boating facilities location. Due to the critical need for additional boating facilities in Taylor County it is anticipated the County will advertise for and contract with a professional consulting firm within 60 days of execution of a grant agreement and the study will be completed within 160 days. The Project Close Out Report with the Feasibility Study will be completed and submitted within 10 days of the completion and approval by the Taylor County Board of Commissioners. Total length of time anticipated to complete project is 230 days.

## Risks and Uncertainties

The County is requesting funding to complete the Feasibility Study to alleviate the possibility of risks and uncertainties associated with Hagen's Cove. The permitability of the site, and to determine what will be required as far as dredging for the site to be reasonably navigable by recreational boaters will be key as to the future proposed development of the location into a public boating facility. The environmental impacts on the site as a whole, adjacent Wildlife Managements areas, and the nearby Big Bend National Aquatic Preserve will be outlined in the Feasibility Study. In addition, coastal storm hazards and sea-level rise will be incorporated into the planning and design process as appropriate.

## Metrics

The Metric selected for this project is PRM013- Restoration planning/design/permitting -# environmental compliance documents completed.

The Feasibility Study will determine the types of permitting which will be required to develop Hagen's Cove into a recreational boating facility which will include but not be limited to: dredging, construction



of a minimum two lane boat launch area and associated docking, parking facilities, paving of access road, and construction of boating facilities amenities such as restrooms and sidewalks.

#### Leveraged funds

County staff will be monitoring and participating in the development and completion of the Feasibility Study. The County Engineer will be working particularly close with the selected consultant as the design, engineering, and permitting of the boating facility will be prepared "in house" if Hagen's Cove is determined to be a viable location. The Game and Fresh Water Fish Commission /FWC will also be an active participant as the proposed site development will be a Public-Public Partnership between the two entities.

#### Environmental Compliance

The Feasibility Study will provide Taylor County information needed for future permitting and environmental compliance measures which will be required if the boating facility project is determined to be viable. No environmental compliance measures or activities are required at this time.





## Budget Narrative

### 1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of \$35,000 is being requested.
- Funding will be used to complete a Feasibility Study for Hagen's Cove. The Study is needed to provide a fact-based assessment as to whether Hagen's Cove is a viable location for the construction of a recreational boating facility. Taylor County is a rural, fiscally constrained county with limited resources and is in need of the professional services required for the Feasibility Study. The County will advertise for and select a consultant who can provide the needed services by the competitive procurement process.
- Co-funding will not be needed or provided for the Feasibility Study. The County will be providing the services of applicable staff who will be able to provide support documentation and assistance to the selected consultant if so needed.

<b>TOTAL PROJECT OR PROGRAM FUNDS REQUESTED</b>	<b>\$35,000</b>
<i>Total Pre-Award Funds Requested</i>	<i>\$-0</i>
<i>Total Direct Costs Requested</i>	<i>\$35,000</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$-0</i>
<i>Total Program Income Anticipated</i>	<i>\$-0</i>

### 2.0 PRE-AWARD COSTS

1. Pre-Award costs are not being requested.

<b>TOTAL PRE-AWARD FUNDS REQUESTED</b>	<b>\$-0</b>
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### 3.0 DIRECT COSTS

#### 3.1 Personnel

Not Applicable. No Personnel costs are being requested for the Feasibility Study.

#### 3.2 FRINGE BENEFITS

Not applicable. No funding for fringe benefits is being requested.



### 3.3 TRAVEL

Not applicable. Funding for travel expenses is not being requested.

### 3.4 CONSTRUCTION and LAND ACQUISITION

Not Applicable. There are no construction or land acquisitions required for the completion of the Feasibility Study.

### 3.5 EQUIPMENT

Not Applicable. Funding is not being requested for equipment.

### 3.6 Supplies

Not Applicable. Funding is not being requested for supplies.

### 3.7 OTHER DIRECT COSTS

Not Applicable. Funding for Other Direct Costs is not being requested.

### 3.8 SUBRECIPIENTS

Not Applicable. Funding is not being requested for a Sub-Recipient. Taylor County is a Sub-Recipient of the Gulf Consortium however funding is being requested for the County to contract with a professional consultant to complete a Feasibility Study.

### 3.9 CONTRACTORS/CONSULTANTS

The County is requesting \$35,000 to contract with a professional consultant to complete a Feasibility Study for Hagen's Cove. This is a Coastal Access project. A contractor has not yet been selected and will be selected through the competitive procurement process. The selected consultant's contract executed with the County will be for a set fee. The County anticipates the beginning date of the project to be November 1, 2019 and the end date being April 30, 2020. The dates are contingent upon grant award and execution of a grant agreement. The Deliverable for the project will be a completed Feasibility Study for Hagen's Cove. The County Administrator, County Engineer and the Grants Manager for the project will monitor and work closely with the consultant (and their staff if applicable) selected to complete the Study. The budget and associated narrative will be amended as so needed if the project costs are different than anticipated.



Organization	Description	Amount	Pre-Award Costs?
TBD	Contract for development and completion of a Feasibility Study for Hagen's Cove.	\$35,000	<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

**TOTAL CONTRACTUAL: \$35,000**

<b>TOTAL OF DIRECT COSTS</b>	<b>\$35,000</b>
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#### 4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

Not Applicable. There are no indirect costs associated with the project.

#### 5.0 PROGRAM INCOME

There will be no program income generated by the Feasibility Study project.

#### 6.0 CASH DRAWDOWN PROJECTIONS

Taylor County anticipates a one-time cost-reimbursement cash drawdown of \$35,000 for the Direct Costs. This amount is based on the total amount requested for this project and estimated timeline for the Feasibility Study to be submitted to and accepted by the County. *If the cost is less than the estimated cost of \$35,000, the reimbursement request will be in the amount of the actual cost of the project.*

**Supplemental Budget Template**

SF-424A / SF-424C

6	Object Class categories	Subrecipient Name (if known; if not known briefly describe anticipated role)					TOTAL  (6)
		County name					
		Taylor County	2	3	4	5	
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	35,000	-	-	-	-	35,000
f(2)	Subrecipient(s)	-	-	-	-	-	-
	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	-	-	-	-	-	-
g8	- Construction	-	-	-	-	-	-
g9	- Equipment	-	-	-	-	-	-
g10	- Miscellaneous	-	-	-	-	-	-
	Construction SUBTOTAL (lines g1-g10)	-	-	-	-	-	-
g11	- Contingencies (applicable to construction only)	-	-	-	-	-	-
g	Total Construction/Land Acquisition Charges	-	-	-	-	-	-
h	Other	-	-	-	-	-	-
i	<b>TOTAL Direct Charges</b> (sum of 6a - 6h)	-	-	-	-	-	35,000
	Enter the federally approved indirect rate (%)	10.00%	0.00%	0.00%	0.00%	0.00%	
j	Allowable Indirect Charges *	-	-	-	-	-	-
k	<b>TOTALS</b> (sum of 6i and 6j)	-	-	-	-	-	-

- \* 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 salaries, fringe, materials and supplies, contractual costs, travel, and the first \$25k of subawards

Cash Drawdown Projection		Cumulative Total
	0	\$35,000
	\$35,000	\$35,000
/30/2020		



## Cash Drawdown Projection

Expected project start date	End of semi-annual fiscal period
11/1/2020	3/31/2020
4/1/2020	9/30/2020
Project completion anticipated to be 04,	



## **Data Management Plan**

### **Project Information**

Project name:

Coastal Access-Hagen's Cove Feasibility Study

Agency:

Taylor County

Project phase(s) to which this DMP pertains:

Planning

Data Steward(s):

Melody Cox, (850) 838-3553 or (850)371-0377, melody.cox@taylorcountygov.com

Expected data collection start date:

Targeted date to begin project is November 1, 2019 however is contingent on execution of grant award.

Expected data collection end date:

The Feasibility Study is expected to be completed on or before April 30, 2020. This date is contingent on execution of grant award agreement to fund the study.

Brief project description:

Taylor County will contract with a professional consulting firm to complete a Feasibility Study to determine if the expansion of existing facilities at Hagen's Cove is a viable option for the construction of a recreational boating facility. If the location is a viable option, the development would be a Public-Public partnership as Hagen's Cove is owned and operated by the Game and Fresh Water Fish Commission-FWC.

Project location:

Hagen's Cove is located directly on the Gulf of Mexico just off of County Road 361 in southern Taylor County. Hagen's Cove is located within the boundaries of the Big Bend Wildlife Management Area and is approximately 28 miles from the City of Perry, the county seat.

General description of data collection activities (methods, sampling frequency, etc.):

The County will contract with a professional consultant to determine if the Hagen's Cove site is a viable location for a public recreational boating facility. The feasibility study will include but not be limited to:



(1) Determination of if there a navigable channel access of at least -3 feel Mean Low Water; (2) dredging and possible mitigation needs and requirements; (3) permitting requirements; (4) environmental impacts; (5) adequate uplands for boating facility amenities; (6) areas of archeological or cultural value; (7) protected or endangered species at or in the immediate area of the proposed facility; (8) impacts of constructing a paved road to proposed facility (1.3 miles approximate); (9) potential passive recreation opportunities at site; and (10) estimate of proposed construction costs for a minimum of a two lane launching area with docking and facility amenities including paved parking and restrooms.

Data collection may be amended based on recommendation of the contracted consultant. It is anticipated the data collection will be a onetime occurrence for the completion of the Feasibility Study.

Taylor County will work with the selected Consultant to determine specific data to be collected and observed as applicable. Data collected and collection activities will be revised based on recommendations in the Feasibility Study and future permitting and mitigation requirements.

Estimated budget for data management:

TBD

Location of Costs in the Overall Project Budget, Budget Narrative, and/or Milestones:

No Restore Act funding will be used for future data management. The \$35,000 in project budget will be used for the completion of the Feasibility Study only.

#### 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

The project data along with corresponding ISO-compliant metadata will be stored on an existing in-house server as well as a server housed off-site.

2) Archived

At the completion of the project, all documents will be stored and archived in accordance with federal, state, and local standards and policies on both the in -house server and the offsite server.

3) Made available to others (including delivery to the Council)



The final Feasibility Study will be available pursuant to federal, state, and county laws and policies regarding public records. The final Feasibility Study will be provided as a deliverable to the Gulf Consortium for official grant records and project close out requirements.

*If no, describe how you will ensure items 1-3 above are accomplished:*

N/A

Will project data/metadata use digital object identifiers (DOIs)?:

TBD based on consultant who is hired to complete the Feasibility Study.

Observational Data Types-TBD

Data type 1:

Aerial imagery and photography, GIS Representation (Projections, Horizontal and Vertical Datum, GIS POC) are possibilities on observational data types however data types will be determined upon selection of consultant. As the data types are to be determined at a later date, this plan will be updated accordingly in later reporting.

*Frequency of collection*

TBD

*Duration of collection*

Collection of data is anticipated to be completed on or before April 30, 2020.

*Data storage format*

TBD

*Units*

TBD

**\*\*TBD will be completed when a consultant is hired to complete the Feasibility Study and the Data Management Plan will be updated accordingly and as so needed.**



## Metrics

Template Name:	Restoration planning/design/permitting-# environmental compliance documents.
Activity/ Outcome Name :	PRM013

## Edit Activity-Outcome

Feasibility Study-Baseline	0	Feasibility Study to provide a fact-based tool to assist the County and GFFWC-FWC in determining if Hagen's Cove is a viable location to construct a public recreational boating facility.
Feasibility Study-Current	0	Feasibility Study to provide a fact based tool to assist the County and GFFWC-FWC in determining if Hagen's Cove is a viable location to construct a recreational boating facility.
Feasibility Study - Project Completion	1	Completion of Feasibility Study to provide a fact-based tool to assist the County and GFFWC-FWC in determining if Hagen's Cove is a viable location for a recreational boating facility.





## Milestone

Milestone	Milestone Type	Description	Start Date	Expected Date	Milestone Plan Amount (\$)	Deliverable (Y/N)
	Choose an item.					Choose an item.
Advertise and Receive Bid for Consultant	Planning	Subrecip. (Taylor County) to award contract and Notice to Proceed to consultant	11/01/19	12/31/19	N/A	Yes
Consultant to complete Feasibility Study	Planning	Feasibility Study to be completed	01/01/20	04/30/20	\$35,000	Yes
Feasibility Study Completed and Project Close Out Submitted	Planning	Project Close Out Completed	04/30/20	05/10/20	N/A	Yes
	Choose an item.					Choose an item.



## **Observational Data Plan**

### **Project Information**

Project name:

Coastal Access-Hagen's Cove Feasibility Study

Agency:

Taylor County Board of Commissioners

Project phase (planning/implementation):

Planning- Phase 1

Project ODP point(s) of contact:

Melody Cox, [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com) 850-371-0377 or LaWanda Pemberton,  
[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com) 850-838-3500 Ext. 107

Expected observational data collection start and end dates:

Taylor County expects to begin procurement activities by November 1, 2019 or immediately upon execution of grant agreement for said activities. The Feasibility Study is expected to be completed on or before April 30, 2020. All dates are contingent upon award date and exact dates will be revised in an updated version of this plan with the reporting submission.

Short description of the project location:

The property is located directly on the Gulf of Mexico just off of County Road 361 in southern Taylor County. Hagen's Cove is located within the boundaries of the Big Bend State Wildlife Management Area.

Short description of the overall project construction features:

Not applicable

Overall project goals and objectives:

The County will be contracting with a professional consultant to complete a Feasibility Study at Hagen's Cove to determine if it is a viable location for a public recreational boating facility with amenities to support potential high boater usage.

Specific goals and objectives:



The existing County boat ramps are currently strained beyond capacity and the Feasibility Study will assist in determining if Hagen's Cove is a viable location for a recreational boating facility. This will be used as a deciding factor if it is in the best interest of the Game and Freshwater Fish Commission-FWC and the County to enter to a Public-Public partnership and develop the site into a boating facility.

Identification of Metrics, Associated Measures, and Success Criteria for Each Metrics to be reported:

1. Planning- Complete Feasibility Study. The Metric selected for this project is: PRM013- Restoration planning/design/permitting-# environmental compliance documents completed.

Success criteria for Metric 1 ([fill in Metric name]):

1. Completion of the Feasibility Study is the success criteria for PRM013 as well as the County's goals to ensure a viable location is selected for the development of a public recreational boating facility.

Identification and Discussion of the Reference Sites/Conditions

Reference conditions for Metric 1 ([fill in Metric name]):

A Feasibility Study will be completed for Hagen's Cove - Metric PRM013.

Baseline Condition Sampling/Data Mining Plans

The professional consultant which will be contracted with for the project will be selected through the competitive procurement process in compliance with Gulf Consortium , Taylor County, and 2 CFR200 standards and guidelines.

Baseline plan for Metric 1 ([fill in Metric name]):

Not Applicable

Potential Corrective Actions

In the unlikely event the contracted consultant fails to perform satisfactorily, the contract will be terminated and the County will contract with a new consultant. County staff will be working closely with the contracted consultant to ensure the successful completion of the Feasibility Study.

Observational Data Collection

Plan for Metric 1



TBD.

*Measure*

Purpose

Methods

Schedule/Timing and Frequency:

Sample Size:

Site Locations

Quality Assurance and Quality Control

### Anticipated Statistical Analysis

Analysis for Metric 1 ([fill in Metric name]):

*Measure 1. [fill in measure name]*

TBD The Scope of the work for the project is the completion of a Feasibility Study

Unforeseen Event Contingency

*Measure 1. [fill in measure name]*

TBD.

### Consistency with Local or Regional Planning/Monitoring Efforts

TBD. The Feasibility Study is consistent with the Taylor County Coastal Public Access Program Project No. 10-1 in the SEP.

### Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

\$35,000 for the completion of a Feasibility Study.

Estimated total budget for observational data reporting:

Not Applicable

Estimated budget for contingency monitoring:

Not Applicable

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

:

Direct Cost- Contractual \$35,000



Data Review and Reporting

TBD

Literature Cited

TBD

TBD- these items will be determined once the consultant is hired and this document will be updated accordingly and as so applicable.





Overview



Legend

-  Parcels
-  Highway
-  City Streets
-  Graded
-  Roads
-  Tram

Parcel ID	07199-000	Alternate ID	n/a	Owner Address	TIITF/GFWFC
Sec/Twp/Rng	24-08-07	Class	Vacant		BIG BEND COAST TRACT, 3900 COMMONWEALTH BLVD
Property Address	Unassigned Location RE	Acreage	347		TALLAHASSEE FL 32399
	CO				

District	CO
Brief Tax Description	LEG 0347.00 ACRES - ALL FRACTIONAL - OR 233-426 234-962 - (Note: Not to be used on legal documents)

Date created: 8/6/2019  
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GEOSPATIAL



## Council Environmental Compliance Checklist

### Updated 2-27-2019

#### Instructions:

Recipients are responsible for identifying and addressing all applicable federal environmental requirements, and for providing the Council with documentation verifying compliance with such requirements. Recipients are to use the following checklist to verify compliance.

For each requirement listed below, please indicate if it applies to the activity and has been fulfilled ("Yes"), applies but has not been fulfilled ("No"), or is not applicable ("N/A"). Also provide supporting information in the "comments." Such information could include links to compliance documents, permit numbers and/or notes indicating if environmental compliance information has been uploaded with the grant application. If you have identified additional state or local environmental regulations that apply, please specify them and attach the "Environmental Compliance - Supplemental Form" when you reach the Uploads screen.

**Planning-Only Activities:** For activities that involve only planning (with no implementation funding), the sponsor should normally check "N/A" for the laws listed below. However, there may be instances where a component of a planning activity may trigger one or more laws, for example engineering and design including geotechnical sampling requiring a CWA Section 404 permit.

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Historic Preservation Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Fish and Wildlife Coordination Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Zone Management Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Barrier Resources Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Farmland Protection Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
Clean Water Act Section 404	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 401	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
River and Harbors Act Section 10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Protection, Research and Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Mammal Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Marine Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Migratory Bird Treaty Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Bald and Golden Eagle Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Air Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

Board to review and ratify the grant application documents to the Gulf Consortium requesting funding in the amount of \$37,500 to complete a Feasibility Study and appraisal to determine if the Hutchins property is a viable location for a public recreational boating facility and other potential options for the site including the house. The Study will also determine if the property meets the criteria as outlined in the Taylor County Coastal Access Program in the State Expenditure Plan (SEP) for Pot 3 of the Gulf Coast Restoration Trust Fund (Restore Act).

**MEETING DATE REQUESTED:**

September 3, 2019

**Statement of Issue:** Board to review and ratify grant application documents submitted to the Gulf Consortium requesting funding in the amount of \$37,500 to be used to complete a Feasibility Study and a yellow book appraisal to determine the viability of the Hutchins property being developed into a recreational boating facility and possible other public recreational uses for the site including the house.

**Recommended Action:** Ratify grant documents.

**Fiscal Impact:** The County is requesting funding in the amount of \$37,500 for the Feasibility Study and appraisal. No cash match is required from the County.

**Budgeted Expense:** Y/N Not applicable at this time.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** During the review process for the ranking of the proposed Pot 3 Restore Act projects for Taylor County, the Board determined a potential priority land acquisition would be the Hutchins property. The Feasibility Study will be used to determine if the site would be a viable location for a recreational boating facility and if it meets the criteria outlined in the SEP. The Study will also assist in determining potential uses of the house located on site. The Gulf Consortium requires a yellow book appraisal for all land acquisitions made with Restore Act Pot 3 funds.

**Attachments:** Gulf Consortium grant application documents



## **Abstract**

Taylor County is requesting funding for the completion of a Feasibility Study and Appraisal for the Hutchins property as per the County's goals in the Taylor County Public Access Program, SEP Project No. 10-1. Taylor County will contract with a professional consultant to complete a Feasibility Study to assist the County in determining if the Hutchins property is a viable location for a recreational boating facility. The Board of Commissioners held numerous meetings to discuss and receive public input as to possible coastal sites to acquire for the construction of a new boating facility to relieve the current congestion at the two primary boat ramps in the County- Keaton Beach and Steinhatchee. During this process, the Hutchins property was ranked as the County's #1 potential acquisition. The Study will include but not be limited to: determining if there is navigable channel access of at least -3 feet Mean Low Water, potential permitting requirements, environmental and/or or cultural resource impacts, impacts- if any on endangered or protected species, sufficient uplands for the development of a parking area and boating facility amenities such as restrooms, and the best use of the home located at the site. The Appraisal will provide the County fact-based information as to the market value of the property and costs associated with the possibility of acquiring the site for public use. As per the requirements of the Gulf Consortium, a yellow book appraisal will be completed.





## **Project Narrative**

The Hutchins Feasibility Study and Appraisal will be used to determine if the site meets the criteria outlined in the County's Coastal Public Access Program as approved in the SEP. The Feasibility Study will determine if the site meets the following criteria:

1. Relieve existing vehicular traffic congestion
2. Relieve existing boating traffic congestion
3. Have navigable channel access of at least -3 feet Mean Low Water
4. Have paved road access
5. Have adequate upland area for parking large numbers of vehicles and boat trailers
6. Have additional upland area for other park amenities

The yellow book Appraisal will provide the County fact-based information as to the market value of the site and the estimated costs to acquire the property for public use. The County has invested a considerable amount of time considering acquisition options which will provide critically needed public access to the Gulf of Mexico for recreational boating and fishing. The Hutchins property has been ranked as the #1 potential acquisition during the planning process. The primary focus of the County's Coastal Access Program is public recreational access and tourism promotion; therefore Best Available Science (BAS) does not apply to this project. The County will be discussing the Hutchins Feasibility Study and Appraisal in a minimum of three publically advertised meetings and the information on the property will be available to the public pursuant to federal, state, and local laws and policies regarding public records. The professional consultant for the preparation of the Study will be selected through the competitive procurement process and in compliance with 2CFR 200 procurement standards and procedures. The appraiser will be selected by the County by obtaining three quotes and selecting the firm with the lowest and best quote to complete a yellow book appraisal.

## **Project Title**

### **Coastal Access- Hutchins Feasibility Study & Appraisal**

The Feasibility Study and Appraisal is consistent with the Project Title as the Study will be used to determine if the site is in compliance with the goals of the Taylor County Public Access Program – Project No. 10-1 and if the location is a viable option to be developed into a public boating facility to :

- (1) Improve public access to the Gulf of Mexico;
- (2) take pressure off of existing infrastructure and natural resources at Keaton Beach and Steinhatchee locations and;
- (3) enhance the local economy by providing the coastal infrastructure to support a greater number of visitors to Taylor County.

The



Feasibility Study will be the first phase of the development of the Hutchins site if it is determined to be a viable location for a public recreational boating facility. A yellow book appraisal will provide the County with market value purchase price information needed if the County should decide to move forward with the acquisition of the property. A yellow book appraisal is also a requirement of the Gulf Consortium land acquisition process.

### Methodology / Approach

As outlined in the Project Narrative, the purpose of the project is to determine if the Hutchins property is a viable location for a public boating facility providing direct access to the Gulf of Mexico for the many recreational boaters who visit the area. Recreational fishing and boating has a tremendous economic impact on Taylor County which is a rural, fiscally constrained area. Taylor County's primary boat ramps are Keaton Beach and Steinhatchee and these facilities are currently strained beyond capacity. The number of vehicles and vessels in these two locations create severe congestion on the roadways and waterways putting extreme pressure on both local infrastructure and the natural resources. The congestion on the waterways creates safety hazards for boaters as well as localized water pollution. Due to the extremely shallow nearshore waters in Taylor County, there are limited locations for opportunities for new boat ramps that do not involve substantial negative environmental impacts. It is hoped that the Hutchins property will be a viable location for a much needed boating facility.

The Hutchins property is located on 25 acres on the Gulf adjacent to County Road 361. The address for the property is 22645 Fish Creek Highway, Perry, Florida 32348. The parcel number is: 01793-000. The County's held numerous public meetings to discuss and receive input on proposed land acquisitions and potential boating facility locations. During the County's evaluation process, the Hutchins' property was ranked as the #1 potential land acquisition/purchase for a recreational boating facility. Due to the critical need for additional boating facilities in Taylor County, it is anticipated the County will advertise for and contract with a professional consulting firm to complete the Feasibility Study within 60 days of execution of a grant agreement and the study will be completed within 160 days. It is anticipated the Appraisal will be completed within 60 days of the execution of a grant agreement. The County will obtain a minimum of three quotes and select an appraiser based on the lowest priced quote from an appraiser who can provide the services needed for a yellow book appraisal. The County is estimating the cost of the Feasibility Study to be \$35,000 and the Appraisal to have a maximum cost of \$2,500 for a total project cost of \$37,500. The Project Close Out Report will be completed and submitted within 10 days of the completion and approval by the Taylor County Board of Commissioners. Total length of time anticipated to complete project is 230 days.

### Risks and Uncertainties

The County is requesting funding to complete the Feasibility Study to alleviate the possibility of risks and uncertainties associated with the Hutchins site. The permitability of the site, and to determine what will be required as far as dredging for the site to be reasonably navigable by recreational boaters will be



key as to the future proposed development of the location into a public boating facility. The environmental impacts on the site as a whole, adjacent Wildlife Managements areas, and the nearby Big Bend National Aquatic Preserve will be outlined in the Feasibility Study. In addition, coastal storm hazards and sea-level rise will be incorporated into the planning and design process as appropriate. The Study also will provide assistance in determining the best use of the house located on the Hutchins property. The Appraisal will provide the County the necessary purchase price information to make an informed decision as to if the purchase is in the best interest of the County as well as the Gulf Consortium.

### Metrics

The Metric selected for this project is PRM013- Restoration planning/design/permitting -# environmental compliance documents completed.

The Feasibility Study will determine the types of permitting which will be required to develop the Hutchins property into a recreational boating facility which will include but not be limited to: dredging, construction of a minimum two lane boat launch area and associated docking, parking facilities, paving of access road, and construction of boating facilities amenities such as restrooms and sidewalks. The Appraisal will assist with the planning process and determine if the purchase of the site is a wise decision and can meet the County's needs for additional recreational boating facilities.

### Leveraged funds

County staff will be monitoring and participating in the development and completion of the Feasibility Study and the Appraisal. The County Engineer will be working particularly close with the selected consultant for the Feasibility Study as the design, engineering, and permitting of the boating facility will be prepared "in house" if the Hutchins property is determined to be a viable location.

### Environmental Compliance

The Feasibility Study will provide Taylor County information needed for future permitting and environmental compliance measures which will be required if the boating facility project is determined to be viable. No environmental compliance measures or activities are required at this time.



## Budget Narrative

### 1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of \$37,500 is being requested.
- Funding will be used to complete a Feasibility Study and Appraisal for the Hutchins property. The Study is needed to provide a fact-based assessment as to whether the Hutchins property is a viable location for the construction of a recreational boating facility with amenities. The Study will also include the best use of the home located on the site. The Appraisal is needed for the County to make an informed decision as to the value of the property if it is decided the County will make an offer to purchase the site for public use. As a fiscally constrained rural County with limited resources, there is a need for the professional services for the Feasibility Study. The County will advertise for and select a consultant who can provide the needed services by the competitive procurement process. The appraiser will be procured by obtaining a minimum of three quotes and the firm with the most cost effective quote with the skills for the services needed will be selected. As per the Gulf Consortium guidelines, a yellow book appraisal will be completed for the property.
- Co-funding will not be needed or provided for the Feasibility Study or the Appraisal. The County will be providing the services of applicable staff who will be able to provide support documentation and assistance to the selected consultant and appraiser if so needed.

<b>TOTAL PROJECT OR PROGRAM FUNDS REQUESTED</b>	<b>\$37,500</b>
<i>Total Pre-Award Funds Requested</i>	<i>\$-0</i>
<i>Total Direct Costs Requested</i>	<i>\$37,500</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$-0</i>
<i>Total Program Income Anticipated</i>	<i>\$-0</i>

### 2.0 PRE-AWARD COSTS

1. Pre-Award costs are not being requested.

<b>TOTAL PRE-AWARD FUNDS REQUESTED</b>	<b>\$-0</b>
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### 3.0 DIRECT COSTS

#### 3.1 Personnel

Not Applicable. No Personnel costs are being requested.

#### 3.2 FRINGE BENEFITS

Not applicable. No funding for fringe benefits is being requested.

#### 3.3 TRAVEL

Not applicable. Funding for travel expenses is not being requested.

#### 3.4 CONSTRUCTION and LAND ACQUISITION

Not Applicable. There are no construction or land acquisitions required for the completion of the Feasibility Study or the Appraisal.

#### 3.5 EQUIPMENT

Not Applicable. Funding is not being requested for equipment.

#### 3.6 Supplies

Not Applicable. Funding is not being requested for supplies.

#### 3.7 OTHER DIRECT COSTS

Not Applicable. Funding for Other Direct Costs is not being requested.

#### 3.8 SUBRECIPIENTS

Not Applicable. Funding is not being requested for a Sub-Recipient. Taylor County is a Sub-Recipient of the Gulf Consortium however funding is being requested for the County to contract with a professional consultant to complete a Feasibility Study and the selection and hiring of an appraiser to complete a yellow book Appraisal.

#### 3.9 CONTRACTORS/CONSULTANTS

The County is requesting \$37,500 to contract with a professional consultant to complete a Feasibility Study and an appraiser to complete an Appraisal for the Hutchins property. \$35,000 is being requested for the Feasibility Study and \$2,500 is being requested for the Appraisal. A consultant has not yet been selected and will be selected through the competitive procurement process. The selected consultant's contract executed with the County will be for a set fee. The County will obtain a minimum of three quotes to select the appraiser. The appraiser will complete a yellow book Appraisal at a set fee. The appraiser will be selected based on the lowest quote offering the required services. The County anticipates the beginning date of the project to be November 1, 2019 and the end date being April 30, 2020. The dates are contingent upon grant award and execution of a grant agreement. The Deliverable





for the project will be a completed Feasibility Study and Appraisal. The County Administrator, County Engineer and the Grants Manager for the project will monitor and work closely with the consultant (and their staff if applicable) selected to complete the Study. Applicable County staff will also work closely with the appraiser and provide support materials if requested. The budget and associated narrative will be amended as so needed if the project costs are different than anticipated.

Organization	Description	Amount	Pre-Award Costs?
TBD	Contract for development and completion of a Feasibility Study in the amount of \$35,000 and \$2,500 for a yellow book Appraisal for the Hutchins property..	\$37,500	<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

**TOTAL CONTRACTUAL: \$37,500**

<b>TOTAL OF DIRECT COSTS</b>	<b>\$37,500</b>
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#### 4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

Not Applicable. There are no indirect costs associated with the project.

#### 5.0 PROGRAM INCOME

There will be no program income generated by the Feasibility Study or Appraisal project.

#### 6.0 CASH DRAWDOWN PROJECTIONS

Taylor County anticipates a one-time cost-reimbursement cash drawdown of \$37,500 for the Direct Costs. This amount is based on the total amount requested for this project and estimated timeline for the Feasibility Study and Appraisal to be submitted to and accepted by the County. *If the cost is less than the estimated cost of \$37,500, the reimbursement request will be in the amount of the actual cost of the project.*

**Supplemental Budget Template**

SF-424A / SF-424C

6	Object Class categories	Subrecipient Name (if known; if not known briefly describe anticipated role)					TOTAL
		County name					
		Taylor County	2	3	4	5	(6)
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	37,500	-	-	-	-	37,500
f(2)	Subrecipient(s)	-	-	-	-	-	-
	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	-	-	-	-	-	-
g8	- Construction	-	-	-	-	-	-
g9	- Equipment	-	-	-	-	-	-
g10	- Miscellaneous	-	-	-	-	-	-
	Construction SUBTOTAL (lines g1-g10)	-	-	-	-	-	-
g11	- Contingencies (applicable to construction only)	-	-	-	-	-	-
g	Total Construction/Land Acquisition Charges	-	-	-	-	-	-
h	Other	-	-	-	-	-	-
i	TOTAL Direct Charges (sum of 6a - 6h)	-	-	-	-	-	37,500
	Enter the federally approved indirect rate (%)	10.00%	0.00%	0.00%	0.00%	0.00%	
j	Allowable Indirect Charges *	-	-	-	-	-	-
k	TOTALS (sum of 6i and 6j)	37,500	-	-	-	37,500	75,000

\* 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 salaries, fringe, materials and supplies, contractual costs, travel, and the first \$25k of subawards

Cash Drawdown Projection

Expected project start date	End of semi-annual fiscal period
11/1/2020	3/31/2020
4/1/2020	9/30/2020
Project completion anticipated to be 04	

Cash Drawdown Projection		Cumulative Total
	0	\$37,500
	\$37,500	\$37,500
/30/2020		



## **Data Management Plan**

### **Project Information**

Project name:

Coastal Access-Hutchins Feasibility Study & Appraisal

Agency:

Taylor County

Project phase(s) to which this DMP pertains:

Planning

Data Steward(s):

Melody Cox, (850) 838-3553 or (850)371-0377, melody.cox@taylorcountygov.com

Expected data collection start date:

Targeted date to begin project is November 1, 2019 however is contingent on execution of grant award.

Expected data collection end date:

The Feasibility Study and Appraisal is expected to be completed on or before April 30, 2020. This date is contingent on execution of grant award agreement to fund the project.

Brief project description:

Taylor County will contract with a professional consulting firm to complete a Feasibility Study to determine if the Hutchins property is a viable location for a recreational boating facility with amenities. The site will be evaluated for other possible outdoor recreational uses and the best use of the home located on site. The appraisal will determine the fair market value of the site which will be used should the County decide to purchase the property for public use. As required by the Gulf Consortium guidelines, a yellow book appraisal will be completed.

Project location:

The Hutchins property is located directly on the Gulf of Mexico at 22645 Fish Creek Highway, Perry, Florida 32348. Fish Creek Highway is adjacent to County Road 361. The Hutchins property is approximately 24 miles from the City of Perry, the county seat. The Big Bend Wildlife Management Area is to the south of the property. Bird Island is adjacent to the property to the north and a small commercial fishing business is operated from the site.





General description of data collection activities (methods, sampling frequency, etc.): The County will contract with a professional consultant to determine if the Hutchins property is a viable location for a public recreational boating facility. The Feasibility Study will include but not be limited to: (1) Determination of if there a navigable channel access of at least -3 feel Mean Low Water; (2) dredging and possible mitigation needs and requirements; (3) permitting requirements;, (4) environmental impacts; (5) adequate uplands for boating facility amenities; (6) areas of archeological or cultural value; (7) protected or endangered species at or in the immediate area of the proposed facility; (8) best use of the home located on site; (9) potential passive recreation opportunities at site; and (10) estimate of proposed construction costs for a minimum of a two lane launching area with docking and amenities including paved parking and restrooms. An appraiser will be hired to complete an appraisal to determine the fair market value of the site. The appraisal will be used if the County should decide to acquire the site for public use. As per Gulf Consortium guidelines for land acquisition, a yellow book appraisal will be completed.

Data collection may be amended based on recommendation of the contracted consultant and appraiser. It is anticipated the data collection will be a onetime occurrence for the completion of the Feasibility Study and the Appraisal. Taylor County will work with the selected consultant and appraiser to determine specific data to be collected and observed as applicable. Data collected and collection activities will be revised based on recommendations in the Feasibility Study and future permitting and mitigation requirements. Data collected from the Appraisal will be revised as so need for the possibility of the future acquisition of the site.

Estimated Budget For Data Management:  
TBD

Location of Costs in the Overall Project Budget, Budget Narrative, and/or  
Milestones:

No Restore Act funding will be used for future data management. The \$37,500 in the project budget will be used for the completion of the Feasibility Study (\$35,000) and the Appraisal (\$2,500).

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

The project data along with corresponding ISO-compliant metadata will be stored on an existing in-house server as well as a server housed off-site.

2) Archived

At the completion of the project, all documents will be stored and archived in accordance with federal, state, and local standards and policies on both the in-house server and the offsite server.

3) Made available to others (including delivery to the Council)

The final Feasibility Study and Appraisal will be available pursuant to federal, state, and county laws and policies regarding public records. The Feasibility Study and Appraisal will be provided as a deliverable to the Gulf Consortium for official grant records and project close out requirements.

*If no, describe how you will ensure items 1-3 above are accomplished:*

N/A

Will project data/metadata use digital object identifiers (DOIs)?:

TBD based on consultant who is hired to complete the Feasibility Study and the appraiser who is hired to complete the yellow book Appraisal.

#### Observational Data Types-TBD

Data type 1:

Aerial imagery and photography, GIS Representation (Projections, Horizontal and Vertical Datum, GIS POC) are possibilities on observational data types however data types will be determined upon selection of consultant and appraiser. As the data types are to be determined at a later date, this plan will be updated accordingly in later reporting.

*Frequency of collection*

TBD

*Duration of collection*

Collection of data is anticipated to be completed on or before April 30, 2020.

*Data storage format*

TBD

*Units*

TBD



**\*\*TBD will be completed when a consultant is hired to complete the Feasibility Study and an appraiser to complete the Appraisal. The Data Management Plan will be updated accordingly and as so needed.**



## Metrics

Template Name:	Restoration planning/design/permitting-#environmental compliance documents.
Activity/ Outcome Name :	PRM013

## Activity-Outcome

Feasibility Study & Appraisal-Baseline	0	Feasibility Study to provide a fact-based tool to assist the County in determining if the Hutchins property is a viable location for a recreational boating facility. The Appraisal will provide the County the accurate market/purchase value of the property.
Feasibility Study * Appraisal-Current	0	Feasibility Study to provide a fact-based tool to assist the County in determining if the Hutchins property is a viable location for a recreational boating facility. The appraisal will provide the County the accurate market/purchase value of the property.
Completed Feasibility Study & Appraisal restored (turbidity) - Project Completion	2	Completion of Feasibility Study and Appraisal for the Hutchins property. Both documents will enable the County to make an informed decision on the possible acquisition/purchase of the site.



## Milestone Template

Milestone	Milestone Type	Description	Start Date	Expected Date	Milestone Plan Amount (\$)	Deliverable (Y/N)
Advertise and receive bids for Consultant	Planning	Subrecip. (Taylor Co.) to award contract and issue NTP to consultant	11/01/19	12/31/19	N/A	Yes
Hire appraiser to complete yellow book appraisal for Hutchins property	Planning	Subrecip. to hire appraiser	12/01/19	12/15/19	N/A	No
Appraisal Complete	Planning	County to be provided completed copy of appraisal	12/16/19	01/31/20	\$2,500	Yes
Consultant to complete Feasibility Study	Planning	Feasibility Study Completed and provided to Taylor Co.	01/01/20	04/30/20	\$35,000	Yes
Study Completed and Project Close Out Submitted	Planning	Project Close Out Completed	05/01/20	05/10/20	N/A	Yes





## **Observational Data Plan**

### **Project Information**

Project name:

Coastal Access-Hutchins Feasibility Study & Appraisal

Agency:

Taylor County Board of Commissioners

Project phase (planning/implementation):

Planning- Phase 1

Project ODP point(s) of contact:

Melody Cox , [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com) 850-371-0377 or LaWanda Pemberton,  
[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com). 850-838-3500 Ext. 107

Expected observational data collection start and end dates:

Taylor County expects to begin procurement activities by November 1, 2019 or immediately upon execution of grant agreement for said activities. The Feasibility Study is expected to be completed on or before April 30, 2020. The Appraisal is expected to be completed on or before January 31, 2020. All dates are contingent upon award date and exact dates will be revised in an updated version of this plan with the first annual report submission.

Short description of the project location:

The property is located directly on the Gulf of Mexico at 22645 Fish Creek Highway. Perry, Florida 32348. Fish Creek Highway is just off of County Road 361. The property is located adjacent to the Big Bend Wildlife Management Area to the south and Bird Island to the north. A small commercial fishing business operates out of Bird Island.

Short description of the overall project construction features:

Not applicable

Overall project goals and objectives:



The County will be contracting with a professional consultant to complete a Feasibility Study at the Hutchins property to determine if it is a viable location for a public recreational boating facility with amenities to support the potential of high boater usage. The Feasibility Study will also determine the best usage of the home on the property if the site should be acquired for public use. The yellow book Appraisal will determine the fair market value of the home. The County will need this information if it should be decided to acquire the property for public recreational use.

Specific goals and objectives:

The existing County boat ramps are currently strained beyond capacity and the Feasibility Study will assist in determining if the Hutchins property is a viable location for a recreational boating facility with amenities. The site is located in a good location between Keaton Beach and Steinhatchee and has the potential to alleviate the current congestion at these boat ramps if it is determined there is an adequate channel to accommodate recreational boaters. The Study will also determine the best use of the home located on the property which would be included in the acquisition. The yellow book Appraisal will determine the fair market value of the property to enable the County to make an informed decision as to the possible acquisition of the site and associated costs.

#### Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported:

1. Planning- Complete Feasibility Study and Appraisal. The Metric selected for this project is: PRM013-Restoration planning/design/permitting-# environmental compliance documents completed.

Success criteria for Metric 1 ([fill in Metric name]):

1. Completion of the Feasibility Study and Appraisal is the success criteria for PRM013 as well as the County's goals to ensure a viable location is selected and acquired for the development of a public recreational boating facility.

#### Identification and Discussion of the Reference Sites/Conditions

Reference conditions for Metric 1 ([fill in Metric name]):

A Feasibility Study and Appraisal will be completed for the Hutchins property - Metric PRM013.

#### Baseline Condition Sampling/Data Mining Plans

The professional consultant which will be contracted with for the project will be selected through the competitive procurement process in compliance with Gulf Consortium, Taylor County, and 2 CFR200 standards and guidelines. The County is requesting \$35,000 for the services of a consultant to prepare the Study. A minimum of three quotes will be obtained for the hiring of an Appraiser. The appraiser with the lowest and best quote who can provide the appraisal services needed in compliance with Gulf



Consortium standards and requirements will be selected. The County is requesting funding in the amount of \$2,500 for the appraisal.

Baseline plan for Metric 1 ([fill in Metric name]):

Not Applicable

### Potential Corrective Actions

In the unlikely event the contracted consultant fails to perform satisfactorily, the contract will be terminated and the County will contract with a new consultant. County staff will be working closely with the contracted consultant to ensure the successful completion of the Feasibility Study. If the appraiser who is hired fails to perform satisfactorily and in a timely manner the County will hire a new appraiser. As with the consultant, County staff will work closely with the appraiser as so needed to ensure successful complete of the appraisal.

### Observational Data Collection

Plan for Metric 1

TBD.

*Measure*

Purpose

Methods

Schedule/Timing and Frequency:

Sample Size:

Site Locations

Quality Assurance and Quality Control

### Anticipated Statistical Analysis

Analysis for Metric 1 ([fill in Metric name]):

*Measure 1. [fill in measure name]*

TBD The Scope of the work for the project is the completion of a Feasibility Study and Appraisal for the Hutchins property.

Unforeseen Event Contingency

*Measure 1. [fill in measure name]*



TBD.

#### Consistency with Local or Regional Planning/Monitoring Efforts

TBD. The Feasibility Study and Appraisal is consistent with the Taylor County Coastal Public Access Program Project No. 10-1 in the SEP.

#### Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

\$37,500 for the completion of a Feasibility Study (\$35,000) and yellow book Appraisal (\$2,500).

Estimated total budget for observational data reporting:

Not Applicable

Estimated budget for contingency monitoring:

Not Applicable

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

:

Direct Cost- Contractual \$37,500

#### Data Review and Reporting

TBD

#### Literature Cited

TBD

TBD- these items will be determined once the consultant and appraiser is hired and this document will be updated accordingly and as so applicable.



## Council Environmental Compliance Checklist

Updated 2-27-2019

### Instructions:

Recipients are responsible for identifying and addressing all applicable federal environmental requirements, and for providing the Council with documentation verifying compliance with such requirements. Recipients are to use the following checklist to verify compliance.

For each requirement listed below, please indicate if it applies to the activity and has been fulfilled ("Yes"), applies but has not been fulfilled ("No"), or is not applicable ("N/A"). Also provide supporting information in the "comments." Such information could include links to compliance documents, permit numbers and/or notes indicating if environmental compliance information has been uploaded with the grant application. If you have identified additional state or local environmental regulations that apply, please specify them and attach the "Environmental Compliance - Supplemental Form" when you reach the Uploads screen.

**Planning-Only Activities:** For activities that involve only planning (with no implementation funding), the sponsor should normally check "N/A" for the laws listed below. However, there may be instances where a component of a planning activity may trigger one or more laws, for example engineering and design including geotechnical sampling requiring a CWA Section 404 permit.

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Historic Preservation Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Fish and Wildlife Coordination Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Zone Management Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Barrier Resources Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Farmland Protection Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	





Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
Clean Water Act Section 404	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 401	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
River and Harbors Act Section 10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Protection, Research and Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Mammal Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Marine Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Migratory Bird Treaty Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Bald and Golden Eagle Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Air Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



#### Overview



#### Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	07193-000	Alternate ID	n/a	Owner Address	HUTCHINS KENNETH B & CYNTHIA
Sec/Twp/Rng	12-08-07	Class	Improved		22645 FISH CREEK HWY
Property Address	22645 FISH CREEK HWY	Acreage	25		PERRY FL 32348
	CO				
District	CO				
Brief Tax Description	<p>LEG 0025.00 ACRES - COM 230 YDS S OF NW COR GOVT LOT 4 - FOR POB E 350 YDS S 70 YDS W 350 - YDS N 70 YDS TO POB &amp; COM 900 FT S - OF NW COR LOT 4 E 1050 FT S 420 FT - W 1050 FT N 420 FT TO POB &amp; COM NW - COR LOT 4 S 690 FTE 1050 FT TO POB - S 630 FT W 441.16 FT TO GULF S36DE - 196.52 FT E 1035.56 FT N16DW 141.04 - FT NW ALG CRV 294 FT N19DW 357.06 - FT NW ALG CRV 36.58 FT W 453.46 FT - TO POB - OR 729-478 - SUBJ TO UTILITY ESMT OR 666-743</p> <p>(Note: Not to be used on legal documents)</p>				

Date created: 7/16/2019

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Developed by Schneider  
GEOSPATIAL

# TAYLOR COUNTY Coastal Public Access Program

PROJECT NO. 10-1

## Project Description

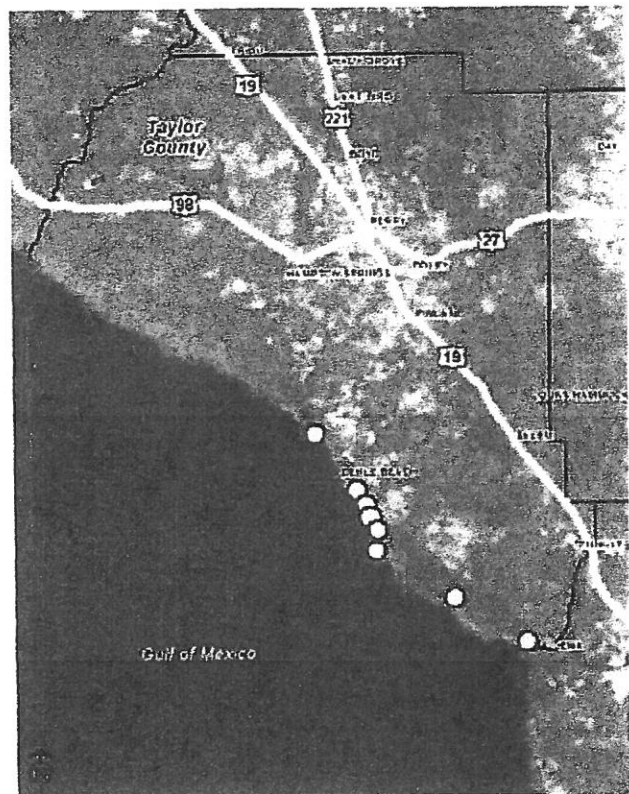
### OVERVIEW AND LOCATION

The Taylor County Coastal Access Program involves County acquisition of coastal parcels and construction of boat ramps and other recreational amenities to improve public access to the coastal zone. The locations of potential acquisition sites under consideration at this time are shown in **Figure 10-1A**.

### NEED AND JUSTIFICATION

Taylor County ranks second only to Monroe County among Florida Gulf Coast counties in the number of miles of shoreline. Taylor County lands include the Big Bend Wildlife Management Area, Hickory Mound, Snipe Island, Spring Creek, and Tide Swamp units, totaling over 60,000 acres of public land managed by Florida Fish and Wildlife Conservation Commission (FWC). For all this shoreline and public land, there are very few public boat ramps for boaters to access the Gulf waters. In addition, the nearshore waters of Taylor County support extensive seagrass resources and a burgeoning scallop fishery. This fishery draws thousands of local boaters and visitors from other areas during the summer scallop harvesting season, which is open from July through September.

Taylor County currently maintains existing public boat ramps at Keaton Beach and Steinhatchee; however, during the summer scallop season, these facilities are strained beyond capacity as visitors come from around Florida and Georgia to ply the nearshore waters. The number of vehicles and vessels causes severe congestion on the roadways and waterways in these two areas of Taylor County, putting extreme pressure on both the local infrastructure and natural resources.



**Figure 10-1A.** Location of potential boat ramp sites in Taylor County.

## SECTION V: Proposed Projects, Programs, and Activities

The Keaton Beach boat ramp also suffers from a poor location at the headwaters of a densely developed residential canal (see **Figure 10-1B**). This ramp supports a large number of visitors who have to compete with local boat traffic in the narrow canal, creating unsafe boating conditions and localized water pollution. Taylor County residents have become increasingly frustrated with the vehicle and boat traffic problems in these small communities and have asked the County to explore additional boat ramp facilities in Keaton Beach, Steinhatchee, and other areas throughout the county.

### PURPOSE AND OBJECTIVES

The purposes of this program are to increase the number of public boat ramp facilities and to expand the capacity of existing Taylor County/FWC boat ramp facilities. This program also includes infrastructure improvements to roads, parking areas, and county park facilities to accommodate the increasing seasonal influx of visitors. The objectives of this program are to: (1) improve public access to the Gulf of Mexico; (2) take pressure off existing infrastructure and natural resources at the Keaton Beach and Steinhatchee locations; and (3) enhance the local economy by providing the coastal infrastructure to support a greater number of visitors to Taylor County.

### PROJECT COMPONENTS

Due to the natural undeveloped coastline and extremely shallow nearshore waters of Taylor County, there are limited opportunities for new boat ramp facilities that don't involve substantial environmental impacts. Taylor County has identified two existing ramps managed by FWC, and eight potential new boat ramp sites, as shown in **Figure 10-1C**.

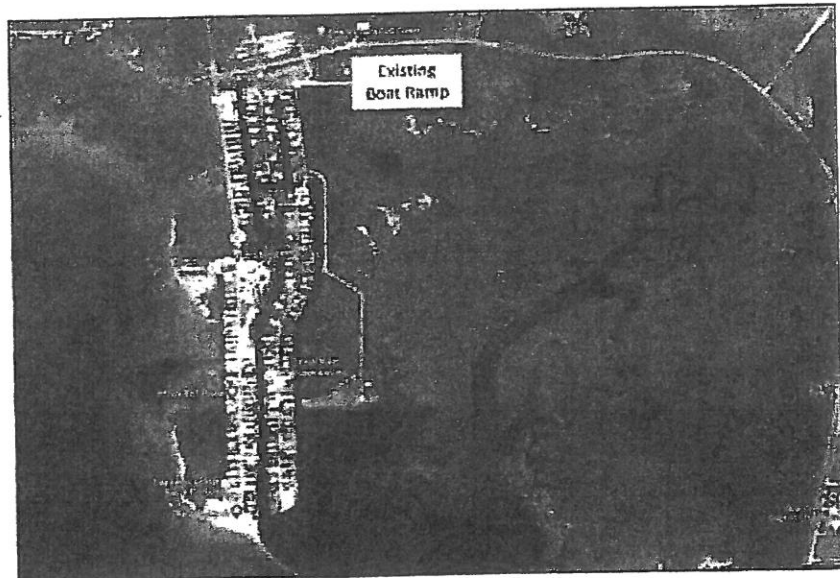


Figure 10-1B. Location of the existing Keaton Beach boat ramp.

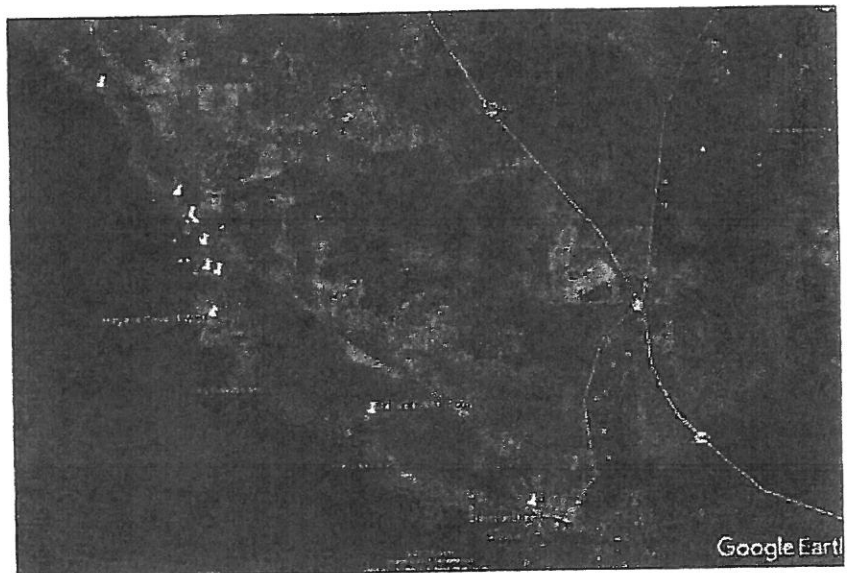


Figure 10-1C. Location of potential sites for boat ramp expansion or new construction.

The first step in this program is to conduct a feasibility study to determine the suitability of these various sites. The suitability analysis will evaluate whether the sites:

- Relieve existing vehicular traffic congestion
- Relieve existing boat traffic congestion
- Have navigable channel access of at least -3 feet Mean Low Water
- Have paved road access
- Have adequate upland area for parking large numbers of vehicles and boat trailers
- Have additional upland area for other park amenities.

If the various sites do not meet these criteria, then improvements to meet these criteria must minimize environmental impacts and be permissible under current environmental regulations.

The feasibility study will rank the proposed sites, and potentially other sites, with respect to the above-listed criteria. The study will also estimate cost of property acquisition, design, permitting, and construction of amenities, including: bathymetric surveys, environmental assessments, traffic and vessel studies, dredge and fill analysis, and spoil disposal alternatives.

Once the feasibility study is complete, the property appraisals can be completed in preparation for sale. For the existing FWC properties, a Memorandum of Agreement would be required between Taylor County and FWC to expand the boat ramp facilities, potentially pave roads, and construct additional amenities such as restrooms, docks, etc. Future program phases include property acquisition, engineering design and permitting, construction, and monitoring.

## Contributions to the Overall Economic and Ecological Recovery of the Gulf

This program will contribute to economic recovery, vitality, and resilience of the economy of Taylor County and adjacent counties. Scallop season generates a big influx of tourism dollars during the summer months. Keaton Beach, Dekle Beach, and Steinhatchee are the primary developed areas with Gulf access, while the city of Perry also provides lodging for visitors to the area. Of these towns, Perry and Steinhatchee have the most commercial business interests in the form of fuel, restaurants, and hotels. Keaton Beach and Dekle Beach are predominantly made up of private residences that are rented seasonally. Expanding boat access into new areas may bring commercial opportunities to other parts of the county. By partnering with FWC, the existing facilities could be expanded with minimal environmental impact.

## Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activity:

- Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational fishing (primary).

## Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goal:

- Goal 5: Restore and Revitalize the Gulf Economy.



## SECTION V: Proposed Projects, Programs, and Activities

This project is consistent with, and addresses, the following Gulf Consortium Objective:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

### Implementing Entities

Property acquisition activities will either be conducted by Taylor County as a sub-recipient, or by a conservation lands non-government organization (NGO) on behalf of the Taylor County and Gulf Consortium. Design, permitting, and construction of boat ramps and park facilities will be conducted by Taylor County as a sub-recipient.

### Best Available Science and Feasibility Assessment

A Best Available Science (BAS) review is required for programs and projects that would restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast. The primary focus of this program is public recreational access and tourism promotion; therefore, BAS does not apply.

This program is considered to be feasible with respect to the ability to: (1) acquire priority properties; (2) obtain necessary permits for suitable locations; (3) construct recreational amenities; and (4) effectively operate and maintain recreational amenities in perpetuity. Regulatory permitting will address potential impacts to marine habitats and living resources, and cultural resources, as appropriate.

### Risks and Uncertainties

The greatest risk in any land acquisition program is securing a willing seller at an affordable price. Strategies to mitigate this risk will be pursued, including the possibility of securing an applicable NGO to serve as an interim buyer as well as only submitting project grant applications for parcels with executed sales contracts.

Another risk and uncertainty is the ability to obtain environmental permits for new boat ramp construction. As stated above, the nearshore waters of Taylor County are very shallow, and there are very few natural channels that are reasonably navigable by recreational boaters. Accordingly, the feasibility study will place greater weight on the permitability of the various sites evaluated. Coastal park and recreational amenities are also at risk for damage by tropical storms and sea-level rise. However, the proposed recreational improvements will factor coastal storm hazards and sea-level rise into the design, as appropriate.

### Success Criteria and Monitoring

This program involves property acquisition and the construction of boat ramps and other recreational amenities. Specific success criteria will be developed and described in the project grant request. It is anticipated that quantitative success criteria will be developed for:

- Acres of coastal access properties acquired
- New boat ramps constructed
- Increase in recreational use.

In the project grant request, a detailed monitoring program design will be described that addresses data collection and assessment methodologies for the above-listed criteria. Taylor County is committed to conducting the monitoring necessary to quantify project benefits.

## Milestones and Schedule

The total estimated time horizon of this program is approximately 16 years. It is expected to start in 2018 and end in 2033. Implementation of this project has been divided into six milestones, as shown in the chart below. The program will be phased in a manner that will allow for purchase of property and construction of recreational amenities based on the amount of funding available, as well as the availability of parcels for acquisition. This project is ready to begin the feasibility study.

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Feasibility study																
Property appraisals																
Property Acquisition																
Final design and permitting																
Construction																
Success monitoring																

## Budget and Funding Sources

Taylor County is committed to allocating its entire \$12,660,000 share of the Florida Spill Impact Component to this program, but will also be seeking other leveraged funding sources to supplement these monies. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Feasibility study	\$300,000	\$300,000
Property appraisals	\$200,000	\$200,000
<b>Planning Subtotal</b>	<b>\$500,000</b>	<b>\$500,000</b>
Property acquisition	\$11,000,000	\$11,000,000
Final design and permitting	\$300,000	\$300,000
Construction	\$760,000	\$760,000
<b>Implementation Subtotal</b>	<b>\$12,060,000</b>	<b>\$12,060,000</b>
Monitoring	\$100,000	\$100,000
<b>Total Cost</b>	<b>\$12,660,000</b>	<b>\$12,660,000</b>
<b>COMMITTED FUNDING SOURCES</b>		<b>\$12,660,000</b>
Spill Impact Component		\$0
Direct Component		\$0
Other grants or co-funding		\$0
Other County funds		\$0
<b>Total Committed Funding</b>		<b>\$12,660,000</b>
<b>Budget Shortfall</b>		<b>\$0</b>

## SECTION V: Proposed Projects, Programs, and Activities

### POTENTIAL LEVERAGED FUNDING SOURCES

Natural Resource Damage Assessment  
O.11 Conservation Acquisition Revolving Fund  
S.19 Coastal and Estuarine Land Conservation Program (CELCP)  
S.20 Coastal Partnership Initiative – Florida Coastal Management Program  
S.23 Florida Recreation Development Assistance Program (FRDAP)  
S.26 Land and Water Conservation Fund (LWCF)  
S.33 Stan Mayfield Working Waterfronts Florida Forever Grant Program  
S.45 Florida Boating Improvement Program (FBIP)  
S.49 Sport Fish Restoration Program  
S.53 Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program

### Partnerships/Collaboration

Taylor County will cooperate with Florida Fish and Wildlife Conservation Commission, applicable NGOs, and local landowners in the implementation of this program.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Florida Fire Fighter Assistance Grant Awarded

**Meeting Date:**

9/3/2019

**Statement of Issue:** The Taylor County FFFAG grant application has been awarded.

**Recommendation:** Board to consider accepting the awarded grant and sign the grant agreement between the B.O.C.C. and the Dept. of Financial Services.

**Fiscal Impact:** \$ 0.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Dan Cassel

**Contact:** \_\_\_\_\_

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** With board approval the Fire Chief submitted a grant application for ten new SCBA. The first round awarded Taylor County with five SCBA and a second round will fund the additional SCBA depending on grant funding.

The grant will cover 100% funding of the purchase. The cost saving of the first round is \$32,346.50.

**Options:** 1. \_\_\_\_\_  
2. \_\_\_\_\_

**Attachments:** 1. Grant award letter  
2. Grant Agreement



**JIMMY PATRONIS**  
CHIEF FINANCIAL OFFICER  
STATE FIRE MARSHAL  
STATE OF FLORIDA

August 20, 2019

RETURN RECEIPT MAIL

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

Re: Florida Firefighter Assistance Grant Program

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2019/20 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) Self-contained Breathing Apparatus not to exceed a cost of \$32,346.50. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Additionally, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com) and mail two (2) copies of the entire contract document of the original to:

Division of State Fire Marshal  
Attn: Jason Fryar, Atrium Bldg.  
200 E. Gaines St.  
Tallahassee, FL 32399

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

Charles Frank

Cc: Michael Tucker, Chief

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



# Emergency Management Institi



## FEMA

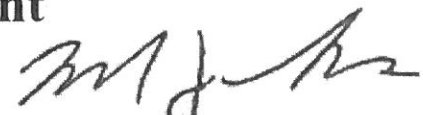
This Certificate of Achievement is to acknowledge that

**PAUL MCDAVID**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

**IS-00700.b**

**An Introduction to the National Incident  
Management System**



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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

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

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

**1. Performance Requirements:**

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

**2. Incorporation of Laws, Rules, Regulations, and Policies:**

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

**3. Agreement Duration:**

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

**4. Agreement Payment and Funding Considerations:**

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

**5. Requirements of the Reference Guide for State Expenditures:**

The Grantee shall comply with the requirements of the Reference Guide for State Expenditures and submit invoices for performance or expenses in accordance with its requirements. This reference guide can be obtained at: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

**6. Governing Laws of the State:**

- 6.1. Governing Law:** The Grantee agrees that this Agreement is executed and entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County,

Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise provided by law, each Party agrees to be responsible for its own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

- 6.2. Lobbying and Integrity:** The Department shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.4. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

**7. Mandatory Disclosure Requirements:**

- 7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. Convicted or Discriminatory Vendors:** The Grantee shall disclose to the Department if the Grantee is on the convicted vendor list pursuant to section 287.133(2)(a), F.S., or if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appear on the discriminatory vendor list. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a proposal on a contract to provide any goods or services 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 pursuant to limitations under chapter 287, F.S.

**7.3. Employment Eligibility Verification:**

- 7.3.1.** The Grantee is responsible for payment of costs for, and retention of records relating to, employment eligibility verification. These records are exempt from chapter 119, F.S. Verification requires the following:
- a) In cooperation with the Governor's Executive Order 11-116, the Grantee must participate in the federal E-Verify Program for Employment Eligibility Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to perform work under this Agreement during the term of this Agreement. The Grantee agrees to provide to the Department, within thirty (30) calendar days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: <http://www.e-verify.gov/>; and,
  - b) The Grantee further agrees that it will require each subgrantee and each contractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subgrantee or contractor hires new employees during the term of this Agreement. The Grantee shall include this provision in any subcontract and obtain from the subgrantee(s) or contractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
- 7.3.2.** Compliance with the terms of this Employment Eligibility Verification provision is an express condition of this Agreement and the Department may treat a failure to comply as a material breach of this Agreement.
- 7.3.3.** In the event legislation authorizes an alternative option as proof of legal status, the Grantee may use the process authorized by such legislation upon its passage.

- 7.4. Public Records:** Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

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

- 8.1.** The Grantee shall perform all tasks contained in the SOW.
- 8.2.** Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

- 9. Advances.** Advances are not authorized under this Agreement.



**10. Final Invoices:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

**11. Return or Recoupment of Funds:**

**11.1.** In the event that the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. 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 Contract Manager and made payable to the "Department of Financial Services."

**11.2.** Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. 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 within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

**12. Audits and Records:**

**12.1.** Representatives of the Department, the Chief Financial Officer of the State, the Auditor General of the State, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the federal government or the duly authorized representatives of any of the above shall, during normal business hours and with advanced notice, have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

**12.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance; and, if the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

**12.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

**12.5.** The Grantee shall include the aforementioned audit and record keeping requirements in all approved subgrantee agreements and assignments.

**12.6.** The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs

shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

**13. Duty of Continuing Disclosure of Legal Proceedings: N/A**

**14. Assignments, Subgrants, and Contracts:**

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department, 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.
- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements 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.
- 14.3. The Grantee agrees that the State shall at all times be entitled to assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental agency in the State, upon giving prior written notice to the Grantee.
- 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

15. **MyFloridaMarketPlace:** If applicable, the Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system. Disbursements of State financial assistance to a grantee are exempt from the Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C.,

and section 14 of PUR 1000. Payments will be made according to the SOW and not through the MyFloridaMarketplace.com system.

**16. Nonexpendable Property:**

- 16.1. For the requirements of this Section of this 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 \$1,000 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).
- 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. The records shall include, at a minimum, the following information for each item: property tag identification number; description of the item; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; and the current condition.
- 16.3. PPE and SCBA property shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. "Dispose of" or "disposition of" as used in this Section, shall include, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein or the sale, exchange, transfer, trade-in, loan, or discarding of any such nonexpendable property.
- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

**17. Disposition of Property:**

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arises, 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.

**18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:**

Pursuant to section 287.05805, F.S., 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.

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

**20. Insurance:**

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement. Adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void this Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers that are licensed and authorized to write policies in Florida. In addition, the Grantee shall maintain insurance as required in Section B.9. of the SOW.
- 20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

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

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

**23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement 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.

- 23.1. Unless the Grantee is a State agency, the Grantee, its officers, agents, employees, subcontractors, 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. Nor shall the Grantee represent to others that, as the Grantee, it has the authority to bind the Department unless specifically authorized to do so.
- 23.2. The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will 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.
- 23.3. 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, or clerical support) to the Grantee, its subgrantee, contractor, or assignee.
- 23.4. 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 it is in compliance with law with regard to benefits and necessary insurance for its employees, subcontractors, and other agents (health, workers' compensation, reemployment assistance benefits).



- 23.5. At all times during this Agreement, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
24. **Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:  
<http://www.myfloridacfo.com/Division/AA/Forms/Vendor%20Relations/DFS-A1-26E%20Direct%20Deposit-Vendors.pdf>
- Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
25. **Entire Agreement:** This Agreement, including all attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflict shall be resolved in accordance with the order of precedence as stated in the SOW.
26. **Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.
27. **Termination:**
- 27.1. **Termination Due to the Lack of Funds:** If funds become unavailable for the purposes stated in this Agreement, such event will not constitute a default on 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 funds become unavailable, the Department may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. **Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) perform the tasks within the time specified in this Agreement or any extension thereto; (2) maintain adequate progress, thus endangering performance of this Agreement; (3) honor any term of this Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the program laws, rules, and regulations governing the use of funds under this Agreement.
- 27.3. **Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.



**28. Dispute Resolution:** Unless otherwise stated in the SOW, disputes concerning the performance under this Agreement shall be decided by the Department, who shall reduce the decision to writing and serve a copy on the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of this Agreement will be in the courts of the State, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, each Party agrees to be responsible for its own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**29. Indemnification:**

- 29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors 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, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 29.2.** 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, 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 this Agreement or the purchase order. 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 shall not be liable for any royalties.
- 29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which 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 for the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor 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 subgrantees, 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 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: (1) 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, (2) 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 paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to complete its obligations under this Agreement, in which case the Department may terminate this Agreement in whole or in part.

- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in 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.
- 33. Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**34. Contact Information for Grantee and Department Contacts:**

**Department's Contract Manager:**

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

**Grantee's Payee:**

<b>Name:</b>
<b>Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>Email:</b>

**Grantee's Contract Manager:**

<b>Name:</b>
<b>Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>Email:</b>

In the event that any of the contact information provided above changes, including the designation of a new Contract Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such notice is sufficient to effectuate the changes without requiring a written amendment to this Agreement.

**35. Notices:**

The contact information provided in accordance with Section 34 above 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 shall be deemed to have been given (i) when personally delivered; (ii) 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); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments and exhibits 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, Specific Grant Awards**

The Department has established a funding award for Grantee in an amount not to exceed \$32,346.50 for the grant period during the 2019-2020 State fiscal year.

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

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

## Attachment 2, Statement of Work

### A. SCOPE OF WORK

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

Grantees shall only use funds to:

- (i) Conduct the practical skill training for the Division-provided on-line training contained in the volunteer firefighter curriculum defined in paragraph 69A-37.055(2)(a), F.A.C.
- (ii) Purchase firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements such as garments, helmets, gloves, and footwear, that complies with NFPA® No. 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition).
- (iii) Purchase self-contained breathing apparatus equipment that complies with NFPA® No. 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2013 Edition).
- (iv) Purchase fire engine pumper apparatus equipment. Funds may be used to purchase equipment or subsidize a federal grant from the Federal Emergency Management Agency (FEMA) to purchase the equipment. Such equipment may be new or refurbished and must comply with the standards in Chapter 5 of NFPA® 1901 (2016 Edition).

#### 1. Definitions:

The following definitions apply to the Agreement and its attachments:

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



- e. **“Personal protective equipment”** (PPE) means the firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements that complies with NFPA® 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition). For purposes of the Firefighter Assistance Grant Program, one set of PPE includes the following:
  - 1. One coat;
  - 2. One pair of pants;
  - 3. One helmet;
  - 4. One pair of gloves;
  - 5. One protective hood;
  - 6. One faceshield or goggles;
  - 7. One pair of footwear; and
  - 8. One pair of suspenders.
- f. **“Self-contained breathing apparatus”** (SCBA) means the breathing apparatus that complies with the NFPA® 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2017 Edition). SCBA issued under this grant program shall have automatic-on or integrated personal alert safety system (PASS) devices. For purposes of the Firefighter Assistance Grant Program, one SCBA set includes the following:
  - 1. One high pressure tank;
  - 2. One pressure regulator;
  - 3. One face mask;
  - 4. One personal alarm device; and
  - 5. One SCBA harness.
- g. **“Pumper fire apparatus”** means a vehicle designed to be used by a fire service provider under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. This definition does not include aerial devices. For purposes of the Firefighter Assistance Grant Program, this apparatus shall fully comply with Chapter 5 of the NFPA® 1901, Standard for Automotive Fire Apparatus (2016 Edition).

## 2. The Grantee’s Responsibilities:

- a. The Grantee shall perform the following tasks:
  - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of PPE, SCBA, or pumper fire apparatus to be purchased under this Agreement. This itemized list must include an expected cost per item.
  - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. All training must be completed by the ending date of this Agreement. The list must provide the names of the students trained, dates the training was conducted, the instructor’s name and certification number, the location of the final practical skills training, and the location of live fire training.
  - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of PPE, SCBA, or pumper fire apparatus identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
  - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.
  - 5) Within thirty (30) calendar days after submission of final invoices, the grantee shall return any unspent funds to the Department.

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

**3. The Department's Responsibilities:**

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

**4. Deliverables:**

The Grantee shall perform the following tasks as specified:

<b>Deliverable 1 - Authorized Training</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1, Specific Grant Awards.	Submit to the Department copies of canceled checks or any other proof of payment for the pre-approved instructor cost no later than thirty (30) calendar days after submission of final invoices.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
<b>Deliverable 1 payment amount not to exceed: N/A</b>		

<b>Deliverable 2 – Authorized Equipment Purchases</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1, Specific Grant Awards	<p>Submit to the Department a copy of vendor quotes showing itemized list of equipment to be purchased, cost, and estimated delivery date within thirty (30) calendar days from acceptance date of this Agreement.</p> <p>Submit to Department copies of shipping/packaging documents clearly demonstrating the equipment has been received within thirty (30) calendar days of receiving such equipment.</p>	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
<b>Deliverable 2 payment amount not to exceed: \$32,346.50</b>		
<b>TOTAL PAYMENT AMOUNT NOT TO EXCEED: \$32,346.50</b>		

#### **Expenditure and Reconciliation Report:**

The Grantee's Contract Manager shall reconcile and verify all funds received against all funds expended during the Agreement period. See Section B.3. below for further detail regarding the reporting of expenditures.

#### **B. SPECIAL PROVISIONS**

##### **1. Agreement Duration:**

The term of the Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded.

##### **2. Demonstration of Performance:**

The Grantee must demonstrate the provision of deliverables under the Agreement as part of its presentation of Deliverables for acceptance. Tangible deliverables shall be presented to the Department's Contract Manager for acceptance. If a Deliverable is intangible, the Grantee shall provide written correspondence as evidence of the provision of the Deliverables as described in

Section A.4. The Department may independently verify the provision of Deliverables beyond the methods described in this Section.

a. Acceptance of Deliverables.

In the event that the Department rejects a Deliverable, all costs associated with correction of that Deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the Deliverable shall be considered to occur when the Deliverable has been approved by the Department.

b. Completion Criteria and Date.

The Agreement will be considered complete upon acceptance by the Department of all of the Deliverables required under the Agreement. The final date for completion of the Agreement shall not exceed the Agreement duration, including any executed renewals or extensions.

3. **Payment Amount, Invoice Submittal, and Payment Schedule:** The Agreement is a cost-reimbursement agreement. The payment obligation of the Department shall not exceed the amount stated in Attachment 1, Specific Grant Awards. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the Grantee's entitlement to retain funds paid by the Department is dependent upon the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

Grantee shall provide an invoice(s) for all tasks performed in accordance with the Agreement. The documents, as identified in Section A.4., and any other documentation necessary to support payment requests, shall be submitted with the itemized invoices.

The Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

In the event of early termination, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section A.4., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in particular, as specified above in Section A.4., Deliverables, will result in assessment by the Department of the specified financial consequences. If the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- Stop work under the Agreement on the date and to the extent specified in the notice.
  - Complete performance of such part of the work as shall not have been terminated by the Department.
  - Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
  - Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
8. **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.
9. **Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.
10. **Limitation of Liability:**
- For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
  - Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**11. Records Retention:**

The Grantee shall retain records demonstrating its compliance with the terms of the Agreement for the longer of five (5) years after the expiration of the Agreement and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for



the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014).

See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

## **12. Attachments and Exhibits:**

Attached to and made part of the Agreement are the following Attachments and Exhibits, each of which is incorporated into, and is an integral part of, the Agreement. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

- i. Attachment 1, Specific Grant Awards;
- ii. Attachment 2, Statement of Work;
- iii. Pages 1 through 12 of this Agreement;
- iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
- v. Addendum A, Public Records Requirements.

*- End of Attachment 2, Statement of Work -*

**ATTACHMENT 3**



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.

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**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

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

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): [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com)

or

Paper (hard copy):

Charles Frank  
Bureau of Fire Standards and Training  
Department of Financial Services  
11655 NW Gainesville Road  
Ocala, Florida 34482

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<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.



AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

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

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

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

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

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

**Matching Resources for Federal Programs:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program  
State Awarding Agency: State of Florida, Department of Financial Services  
Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006  
Amount: Not to exceed \$1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2019-2020

2. State Project B:

*N/A*

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

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

**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 are confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other 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 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.

**Addendum A**

**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: [PublicRecordsInquiry@myfloridacfo.com](mailto:PublicRecordsInquiry@myfloridacfo.com)**  
**Mailing Address: The Department of Financial Services**  
**Office of the General Counsel, Public Records**  
**200 E. Gaines Street, Larson Building**  
**Tallahassee, Florida 32399-0311**

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.

## **ADDITIONS TO THE AGENDA**

September 3, 2019

### **ADD**

#### **Public Requests**

17-A TIM BOLTON, LODGING SOLUTIONS TO DISCUSS STAGING OF UTILITY SERVICES AT THE PERRY-FOLEY AIRPORT.

### **MOVE**

#### **Consent Items**

8. THE BOARD TO CONSIDER APPROVAL OF EXECUTION OF DEEDS FROM ESCHEATMENT DEED SALE, AS AGENDAED BY THE CLERK.

TO

#### **Constitutional Officers/Other Governmental Units**

18-A. THE BOARD TO CONSIDER APPROVAL OF EXECUTION OF DEEDS FROM ESCHEATMENT DEED SALE, AS AGENDAED BY THE CLERK.