

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, OCTOBER 19, 2021
9:00 A.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF THE VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION TO THE FLORIDA FOREST SERVICE FOR THE PURCHASE OF BUNKER GEAR, AS AGENDAED BY MELODY COX, GRANTS WRITER.
6. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT REQUEST TO THE GULF CONSORTIUM FOR THE COASTAL DREDGING PROJECT FOR KEATON BEACH AND STEINHATCHEE BOAT RAMPS, FOR INCLUSION IN THE STATE EXPENDITURE PLAN (SEP), AS AGENDAED BY THE GRANTS WRITER.
7. THE BOARD TO CONSIDER APPROVAL OF GRANT PRE-APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING ASSISTANCE IN THE AMOUNT OF \$4,245,450.60, FOR THE CONSTRUCTION OF TAXIWAYS FOR THE REALIGNMENT OF A, E, AND F, AS AGENDAED BY THE GRANTS WRITER.
8. THE BOARD TO CONSIDER APPROVAL OF COMMITTEE RECOMMENDATION FOR THE FIRE APPARATUS BUILD, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
9. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT FOR STEPHEN A. BROWN AND AMELIA D. BROWN, WHO RECEIVED DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM IN MARCH 2007, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF RATIFICATION OF COUNTY ADMINISTRATOR'S SIGNATURE ON ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO RECEIVE AND CONSIDER APPROVAL OF PHASE 2 PROPOSALS FOR THE TAYLOR COUNTY FIRE STATION - PHASE 2 DESIGN/BUILD PROJECT, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
12. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS (RFPS) FOR PROFESSIONAL CONSULTING SERVICES FOR THE AMERICAN RESCUE ACT FUND PROGRAMS, SET FOR THIS DATE AT 9:01 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF A RESOLUTION ABANDONING A PORTION OF A 70-FOOT RIGHT-OF-WAY LOCATED BETWEEN 1ST. AVE NE AND THE STEINHATCHEE LANDING RESORT.

PUBLIC REQUESTS:

14. THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION PROCLAIMING THE MONTH OF OCTOBER, 2021, AS FLORIDA FOREST FESTIVAL MONTH, AS AGENDAED BY DAWN PEREZ, CHAMBER OF COMMERCE PRESIDENT.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. THE BOARD TO CONSIDER RE-APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD, AS REQUESTED BY THE TCDA.

GENERAL BUSINESS:

16. THE BOARD TO CONTINUE DISCUSSIONS REGARDING SKINNED BASEBALL FIELDS AT THE SPORTS COMPLEX.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE COUNTY ROAD 361B ROCKY CREEK BRIDGE #380070 AND ADOPTION OF RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRPERSON, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

18. THE BOARD TO CONSIDER APPROVAL OF THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) SUB-GRANT AGREEMENT - FF7 2019, CONTRACT NO 20DB-OP-03-72-01-H05 FOR HOUSING REHABILITATION, AS AGENDAED BY THE GRANTS COORDINATOR.
19. THE BOARD TO CONSIDER COMMITTEE RECOMMENDATION FOR THE BID AWARDS FOR THE REHABILITATION OF TWO (2) HOMES AND THE DEMOLITION AND CONSTRUCTION OF TWO (2) HOMES THROUGH THE SHIP PROGRAM; AND APPROVE EXCEEDING THE ARBITRARY COST LIMITS FOR THE SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP), AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY ATTORNEY ITEMS:

20. THE COUNTY ATTORNEY TO DISCUSS NOTICE FROM THE ATTORNEY GENERAL FOR THE STATE OF FLORIDA WITH REGARDS TO THE NATIONAL OPIOID SETTLEMENT.

COUNTY ADMINISTRATOR ITEMS:

21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
22. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
23. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

(5)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	Board to approve the Volunteer Fire Assistance Grant Application to Florida Forest Service in the amount of \$12,295.50 to purchase bunker gear for firefighters.
MEETING DATE REQUESTED: October 19, 2021	



Statement of Issue:

Board to approve grant application in the amount of \$12,295.50 to Florida Forest Service requesting funding assistance to purchase five sets of bunker gear for Taylor County Fire Rescue.

Recommended Action:

Board to approve Volunteer Fire Assistance Grant Application

Fiscal Impact:

The County will be required to provide a match of \$6,147.75 which has already been budgeted by the Fire Chief, Dan Cassell. No additional County funds will be required.

Budgeted Expense:

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

Submitted By:

Melody Cox, Grants

Contact:

Melody Cox and/or Dan Cassell

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County is requesting funding assistance to purchase five sets of bunker gear.**

Attachments:

Grant Application and required support documents



Florida Department of Agriculture and Consumer Services
Florida Forest Service

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

NICOLE "NIKKI" FRIED
COMMISSIONER

LEGAL NAME Taylor County Board of County Commissioners		FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) County
ADDRESS 201 E. Green Street		IF COUNTY, LIST VFD'S BENEFITING FROM GRANT: Shady Grove (North) and Steinhatchee (South)
CITY Perry		
STATE Florida	ZIP 32347	
COUNTY Taylor	COUNTY #	
EMPLOYER IDENTIFICATION NUMBER (EIN) 5 9 - 6 0 0 0 8 7 9		

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, NAME OF TOWN: _____ POPULATION OF TOWN: _____ PROTECTED AREA: EST. POPULATION: 7,200 SIZE: (SQ. MILES) 739	WHAT IS THE FIRE DEPARTMENT ISO RATING? 5/9 IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 13.41 NAME OF FIRE DEPARTMENT: City of Perry
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NUMBER OF FIREFIGHTERS: PAID: 17 VOLUNTEERS: 17 NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 84 OTHER: 341 NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I 2 WILDLAND FIREFIGHTER II 32	HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, WHERE? _____ AMOUNT: \$ _____ LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ 28,562.00
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LIST OF FIREFIGHTING VEHICLES:			
TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Brush Truck	Ford/2005 550	250	300
Engine	Pierce/2001 International	1,250	1,000
Engine	Kenworth/2013 Spartan	1,500	1,000
Tanker	Frieghtliner /1993 E1	750	3,000

ESTIMATED GRANT FUNDING REQUEST:		LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:		
		NUMBER	DESCRIPTION	AMOUNT
FEDERAL	\$6,147.75	5 Sets	Bunker Gear	\$ 12,295.50
APPLICANT	\$6,147.75			
COUNTY	\$			
TOTAL	\$ 12,295.50			
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)				

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

Type Name of Authorized Representative Thomas Demps	Title Chairman	Telephone Number: (850) 838-3500 FAX: (850) 838-3501
Signature of Authorized Representative	Date Signed and Submitted 10/19/2021	Email: melody.cox@taylorcountygov.com

U. S. DEPARTMENT OF AGRICULTURE
Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

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

(Before completing certification, read instructions on reverse.)

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

<small>ORGANIZATION NAME</small>	<small>PR/AWARD NUMBER OR PROJECT NAME</small>
Taylor County Board of County Commissioners	Firefighter Gear
<small>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</small> Thomas Demps, Chairman	
<small>SIGNATURE</small>	<small>DATE</small> 10/19/2021

INSTRUCTIONS FOR CERTIFICATION

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Amendment Request to the Gulf Consortium for the Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps for inclusion in to the State Expenditure Plan (SEP).

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue:

Board to review and approve Amendment to the SEP for funding in the amount of \$1.5M for dredging at Keaton Beach and Steinhatchee Boat Ramps and associated canals, channels, and basins.

Recommended Action:

Approve the Amendment Request to the SEP.

Fiscal Impact:

There is currently a budget shortfall for the proposed dredging projects at Keaton Beach and Steinhatchee Boat Ramps. The SEP Amendment will enable the County to submit grant application to the Gulf Consortium to obtain the funds needed for the completion of the dredging projects.

Budgeted Expense: Y/N

Not applicable at this time.

Submitted By:

Melody Cox, Grants

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

This is the fourth amendment the County has submitted to the Gulf Consortium for use of Pot 3 RESTORE Act funds. If the Amendment is approved by the Gulf Consortium, the County will have set aside funding for the following projects:

- 1. Hodges Park Rehabilitation \$1,050,000**
- 2. Acquisition of Spring Warrior and initial development thereof \$1,535,000**
- 3. Coastal By-Pass Project at Keaton Beach and Steinhatchee Boat Ramps \$8,575,000**
- 4. Coastal Dredging Project at Keaton and Steinhatchee Boat Ramps \$1,500,000**

Attachments:

Amendment for the Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps for inclusion in the SEP.

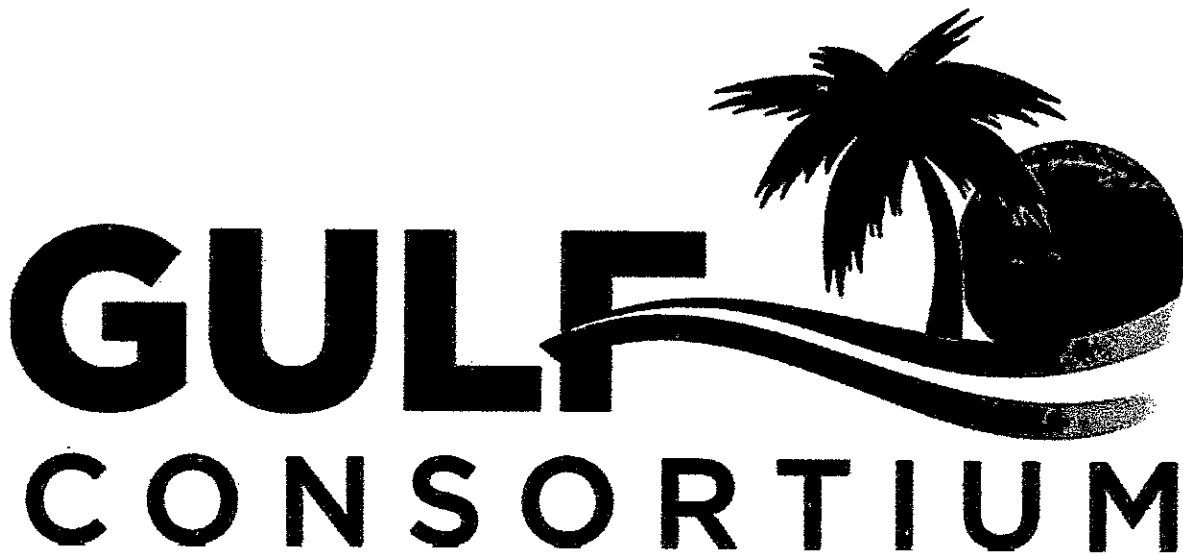
State of Florida

STATE EXPENDITURE PLAN – Amendment __ (December 2020)

Submitted Pursuant to the Spill Impact

Component of the RESTORE Act

33 U.S.C. § 1321(t)(3)



Proposed Projects, Programs, and Activities

This section is for completely new projects only.

For projects currently in the SEP that need scope changes or other revisions, see the section titled "SEP project timing and cost revisions and scope changes."

Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps

PROJECT NO. ____

PROJECT DESCRIPTION—COASTAL DREDGING PROJECT FOR KEATON BEACH AND STEINHATCHEE BOAT RAMPS

Overview and Location

The scope of work for the Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps is the dredging and removal of sediment that has accumulated in the canals, channels, and basin over the years. Keaton Beach involves approximately 12,000 linear feet of canals and channels. Steinhatchee involves the dredging of the basin and associated channel which is approximately one (1) acre. The dredging will ensure accessibility to the Gulf at both boat ramps which is frequently restricted during low tides due to the serious need of dredging. Access to the Gulf is critical for the County's economy and tourism development and growth. The dredging is also critical for access to the Gulf for the commercial fishing industry in the Big Bend region. The location of Keaton Beach Boat Ramp and associated canals and channels is shown in Figure 10-5A. The location of Steinhatchee Boat Ramp and the basin and channel is shown in Figure 10-5B.

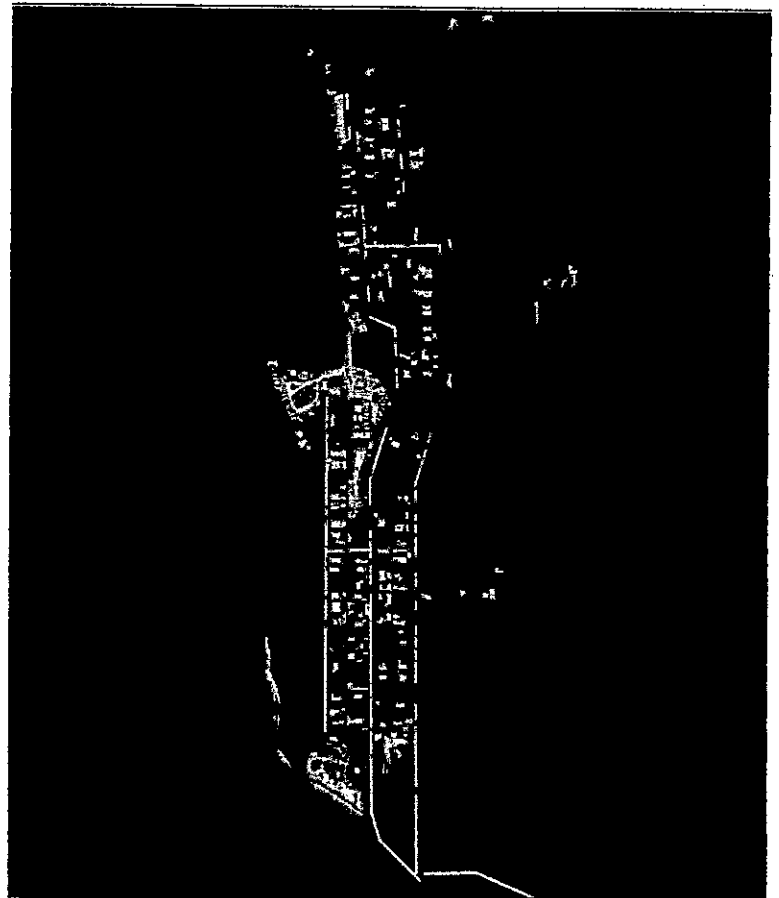


Figure 10-5A Keaton Beach Boat Ramp

Need and Justification

Recreational fishing, boating, and scalloping has an economic impact of over \$16M on the Taylor County economy and tourism trade. This accounts for more than 95% of tourism in the County. As a fiscally constrained County, one designated of economic concern, and a Rural Area of Opportunity (RAO), access to the Gulf is absolutely critical to the County. The local commercial fishing industry is largely dependent on access to the Gulf via Keaton Beach Boat Ramp and Steinhatchee Boat Ramp. Keaton Beach and

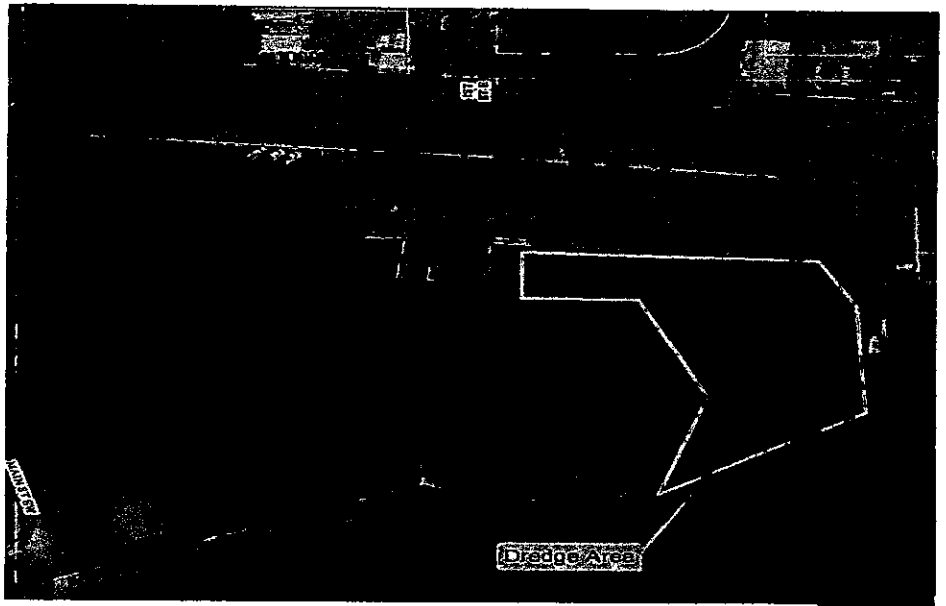


Figure 10-5B Steinhatchee Boat Ramp

Steinhatchee Boat Ramps are the primary boating facilities in the County on the Gulf. Dredging at these two locations has been an ongoing issue, particularly at Keaton Beach Boat Ramp for many years. With limited funding options and lack of County funds, the need for dredging has increased substantially in the past ten years. In 2016, the County contracted with Jones Edmunds for the preparation of the Canal Dredging in Taylor County Preliminary Engineering Report which has been used as a guide by the County and for the preparation of the Multi-Year Implementation Plan (MYIP) as required for the RESTORE Pot 1 funds. The Jones Edmunds report is an attachment to the Amendment.

Currently, due to the critical need for dredging and removal of sediment, the canals, channels, and basins at Keaton Beach and Steinhatchee are frequently inaccessible during low tides. The main canal at Keaton Beach has become ever more of an issue (and unsafe) due to large rock formations which will be removed during the dredging process. In addition to inaccessibility, "bottlenecking" during periods of high boating traffic in the Keaton Beach canal creates serious boater safety issues and hazardous conditions. It is important to note that at Keaton Beach Boat Ramp the Gulf can only be accessed by boaters via the canal. The Steinhatchee Boat Ramp basin and the short channel from the basin provides direct access to the Gulf and the accumulation of sediment at this facility restricts boating traffic during low tide. The Steinhatchee Boat Ramp basin is of particular significance and concern as many commercial fishermen use this ramp and their economic livelihood is dependent on access to the Gulf.

With Pot 1 funding assistance, the County has executed a contract for professional services with Wood Environment & Infrastructure Solutions, Inc. for CEI services which include the design, engineering, and permitting required for the dredging projects. Through the design and data collection process, Wood will determine whether the dredging process will be mechanical or hydraulic dredging. The County is in the process of procuring an appropriate site for disposal of the "spoil" (dredged sediment and materials) and does not anticipate any issues with this process.

The CEI services will also include determining what dewatering methods will be used for the disposal of the dredge. Dewatering means and methods will be finalized when a contractor is selected for the actual dredging. Wood was selected thru the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes and in compliance with 2 CFR 200 standards. The Wood contract has been executed in the amount of \$488,871.10 which is for both locations (\$396,476.90 for Keaton Beach and \$92,394.20 for Steinhatchee).

Taylor County has put a great deal of effort and planning into the dredging project(s). The critical need for dredging has been ongoing for years and has been exacerbated due to high year round usage at both boat ramps. The need for dredging, particularly at Steinhatchee Boat Ramp has negatively impacted the economic welfare and resiliency of the local commercial fishing industry. The dredging project without a doubt is consistent with and addresses RESTORE Act eligible activities, goals, and objectives, in particular the revitalization of the Gulf economy.

Purpose and Objectives

The purpose of the project is to ensure accessibility to the Gulf for recreational fishing and boating, as well as the commercial fishing industry. At this time, access to the Gulf is frequently limited at lower tides due to the serious need for dredging and sediment removal. In addition to the accessibility, "bottlenecking" on the main canal at Keaton Beach Boat Ramp due to sediment and large rock formations creates unsafe boater conditions.

The objective of the project(s) are to: (1) improve public access to the Gulf; (2) ensure accessibility for both recreational boaters and fishermen as well as commercial fishermen; (3) benefit and enhance the local and regional economy by providing adequate infrastructure to accommodate and support a greater number of visitors to the County in a safe and boater friendly manner; and (4) provide adequate infrastructure to access the Gulf for the many commercial fishermen whose economic livelihood is dependent on access to the Gulf.

Project Components

The Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps consists of dredging the canal and channel system at Keaton Beach Boat Ramp and the basin and channel at Steinhatchee Boat Ramp. The project components will consist of:

- Design and engineering
- Permitting and associated required studies including hydrographic sediment data collection and sampling, ecological assessment, and species-specific surveys or benthic resource surveys if so required for permitting
- Construction – Actual dredging and sediment removal and transport to approved spoil site

The County currently has Wood Environment & Infrastructure Solutions, Inc. under contract for professional services needed to complete the design, engineering, and permitting process. Wood Environment & Infrastructure Solutions, Inc. was selected thru the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes and in compliance with 2 CFR 200 standards.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

The dredging project(s) will contribute to the economic recovery, vitality, and resilience of the economy of Taylor County as well as the Big Bend Region. Recreational fishing and boating has an impact of over \$16M on the local economy. Over 95% of tourism in Taylor County is dependent on access to the Gulf. In addition to the impact recreational fishing and boating has on the local economy, the economic livelihood of the local commercial fishing industry is dependent on access to the Gulf. Limited access to the Gulf during periods of low tide has reduced and restricted periods of operation for the commercial fisherman and makes off-loading more difficult.

Taylor County is a fiscally constrained County and designated as one of economic concern and a Rural Area of Opportunity (RAO). The County has put a great deal of planning into ensuring access to the Gulf. The dredging is essential for the welfare of the local economy and continued economic and tourism growth.

In addition to the economic benefits, the dredging project(s) will restore and conserve the health of the coastal and marine habitats and associated estuaries near the boat ramps with the removal of years of accumulation of sediment and spoil

Eligibility and Statutory Requirements

The project is consistent with, and addresses, the following RESTORE Act eligible activities:

- Eligible Activity 1: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.
- Eligible Activity 6: Infrastructure projects benefiting the economy or ecological resources, including port infrastructure.
- Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational fishing (primary).

Comprehensive Plans Goals and Objectives

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

- Goal 5: Restore and Revitalize the Gulf Economy.

This project is consistent with, and addresses, the following Council objectives:

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

Implementing Entities

Taylor County will complete all activities of the Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramps as a sub-recipient of the Gulf Consortium.

Best Available Science and Feasibility Assessment

As with all projects receiving RESTORE Act funding, a BAS review is required. This will be documented and provided to appropriate agencies when obtaining permitting. In addition, documentation of the removal of dredge and spoil will be provided, as well as documentation the materials are being removed to an appropriate spoil site. More detailed BAS assessments will be completed as part of the funding application.

Risks and Uncertainties

To ensure the successful completion of the dredging project, the County has procured Professional Engineering Services from a firm experienced in dredging projects. Wood Environment & Infrastructure Solutions, Inc. was selected pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The Request For Qualifications (RFQ) bid package and selection process was also compliant with 2 CFR 200 standards. As with all coastal projects, obtaining environmental permits is always a risk and uncertainty. The County feels certain with the experience of Wood Environment & Infrastructure Solutions, Inc. and the ability to obtain permits in the past for dredging, that permitting should not be difficult. Having an appropriate "spoil site" for the dredged material was initially an uncertainty but the County is in the process of procuring an adequate and appropriate site available for the dredged materials and associated sediment and does not anticipate any issues.

The County plans on dredging during the winter, "off season" months when tides are lower. This should alleviate the uncertainty of the weather during hurricane season.

The County has invested a great deal of time into project planning. All Gulf Coast Restoration Trust Funds - Pot-1 are being used for dredging projects in the County. This use was approved in the Multi-Year Implementation Plan (MYIP). Prior to preparing the MYIP, Taylor County had procured the services of Jones Edmunds to prepare the Canal Dredging in Taylor County Preliminary Engineering Report which has also been used as a guide to ensure project success and address potential risks and uncertainties. The MYIP and the Jones Edmunds report is an attachment to the Amendment.

Success Criteria and Monitoring

Completion of the design, engineering, and obtaining the required environmental permits will be the first step in the success criteria. The second step will be the actual dredging process. Based on the Jones Edmunds studies, it is anticipated the Keaton Beach canal system will be dredged to an estimated 4 feet MLW, and the Steinhatchee Boat Ramp basin and channel will be dredged to an estimated 3 feet MLW. Success criteria which will be provided to the Gulf Consortium and the Department of Treasury will include:

- Design, engineering, permitting documents, and all associated studies.
- Documentation of dredging including how much sediment and dredge is removed and transported to the spoil site.

Success criteria will also be developed for:

- Increase in recreational use and benefit to economy.
- Increased tourism development opportunities.
- Increased use by commercial fishermen.

Project Milestones and Schedule

MILESTONE	YEARS FROM SEP APPROVAL										Deliverable (Y/N)
	1	2	3	4	5	6	7	8	9	10	
Design, Engineering, and Permitting											Y
Construction (Dredging)											Y
Success Monitoring											Y

Budget and Funding Sources

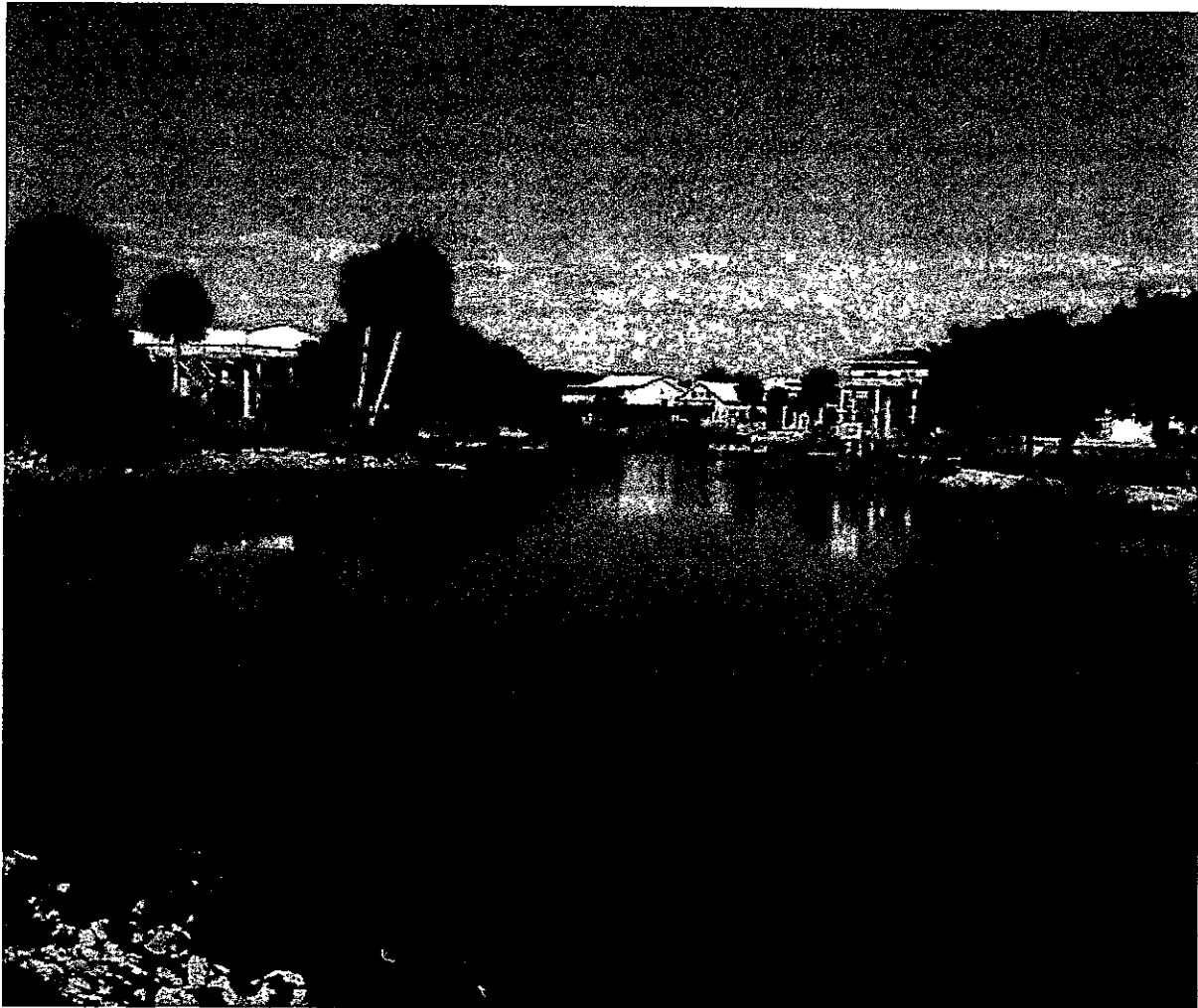
Taylor County is committed to allocating \$1,500,000 of the Florida Spill Component funds, along with \$1,300,000 in Direct Component funds that has already been committed, to the project. The \$1,500,000 will reduce the funding in the Keaton Beach and Steinhatchee Boat Ramps By-Pass Project the County had allocated from \$10,075,000 to \$8,575,000, as the County has determined the dredging is essential and critically needed. The By-Pass Project has potential sources for leveraged funding whereas there is limited additional funding sources available for dredging projects. A copy of the MYIP is an attachment to the Amendment documenting the Direct Component funding.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Design, Engineering, and Permitting	\$488,871	\$488,871
Construction (Dredging)	\$2,306,129	\$2,306,129
Success Monitoring	\$5,000	\$5,000
Total Cost	\$2,800,000	\$2,800,000
COMMITTED FUNDING SOURCES		
Spill Impact Component		\$1,500,000
Direct Component		\$1,300,000
Other grants or co-funding		\$0
Other County funds		\$0
Total Committed Funding		\$2,800,000
Budget Shortfall		\$0

SEP project timing and cost revisions and scope changes

Taylor County

Taylor County has revised their original SEP and completely removed the original project which was the Coastal Public Access Program (Project No 10-1). Three other SEP Amendments have been submitted and approved for Spring Warrior, Hodges Park Rehabilitation, and the Keaton Beach and Steinhatchee Boat Ramps By-Pass Project. The County has committed all Pot 1 (Direct Component) funds to canal dredging. Keaton Beach and Steinhatchee Boat Ramps are the priority areas for dredging as they are the primary boating facilities in the County and the only ramps which can accommodate commercial fishing. It has been determined there is a serious budget shortfall for the critically needed dredging at these two boat ramps and the County has made the decision to reduce the funding requested for the By-Pass Project. The County has been allocated \$12,660,000. \$1,535,000 has been set aside for Spring Warrior and \$1,050,000 for the Hodges Park Rehabilitation Project. The Board of County Commissioners allocated the remaining amount of \$10,075,000 for the By-Pass Project. Due to the critical need for dredging of the Keaton Beach canal system and the Steinhatchee Boat Ramp basin, the Board is requesting a SEP Amendment to reallocate \$1,500,000 to be used for dredging and the remaining \$8,575,000 to be used for the By-Pass Project. The By-Pass Project has several options to leverage funding should there be a budget shortfall in the future. Upon approval of the SEP Amendment by the Gulf Consortium, the County will move forward immediately with the submission of a grant application for the dredging project.



CANAL DREDGING IN TAYLOR COUNTY PRELIMINARY ENGINEERING REPORT

Taylor County Board of County Commissioners | September 2016

**CANAL DREDGING IN TAYLOR COUNTY
PRELIMINARY ENGINEERING REPORT**

Prepared for
Board of County Commissioners
Taylor County, Florida

Prepared by
Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, Florida 32641

Certificate of Authorization #1841

Jones Edmunds Project No. 20445-017-01

September 2016

Walter A. Nickel, PE
Florida PE No. 68638

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APPENDICES

Appendix A	Survey Report
Appendix B	Dredging Plan and Typical Sections Figures
Appendix C	Cost Estimate by Project Site

ACRONYMS AND ABBREVIATIONS

CF	Cubic Foot
CY	Cubic Yard
ERP	Environmental Resource Permit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FS	Florida Statute
LF	Linear FootNAVD 88 North American Vertical Datum of 1988
MLW	Mean Low Water
PER	Preliminary Engineering Report
RESTORE	Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies
SPGP	State Programmatic General Permit
SRWMD	Suwannee River Water Management District
TIITF	Trustees of the Internal Improvement Trust Fund
TIN	Triangulated Irregular Network
USACE	US Army Corp of Engineers

1 INTRODUCTION

1.1 PURPOSE

The purpose of this PER is to analyze the requirements and costs for canal dredging in five locations in Taylor County, Florida, shown in Figure 1-1. These five locations are as follows:

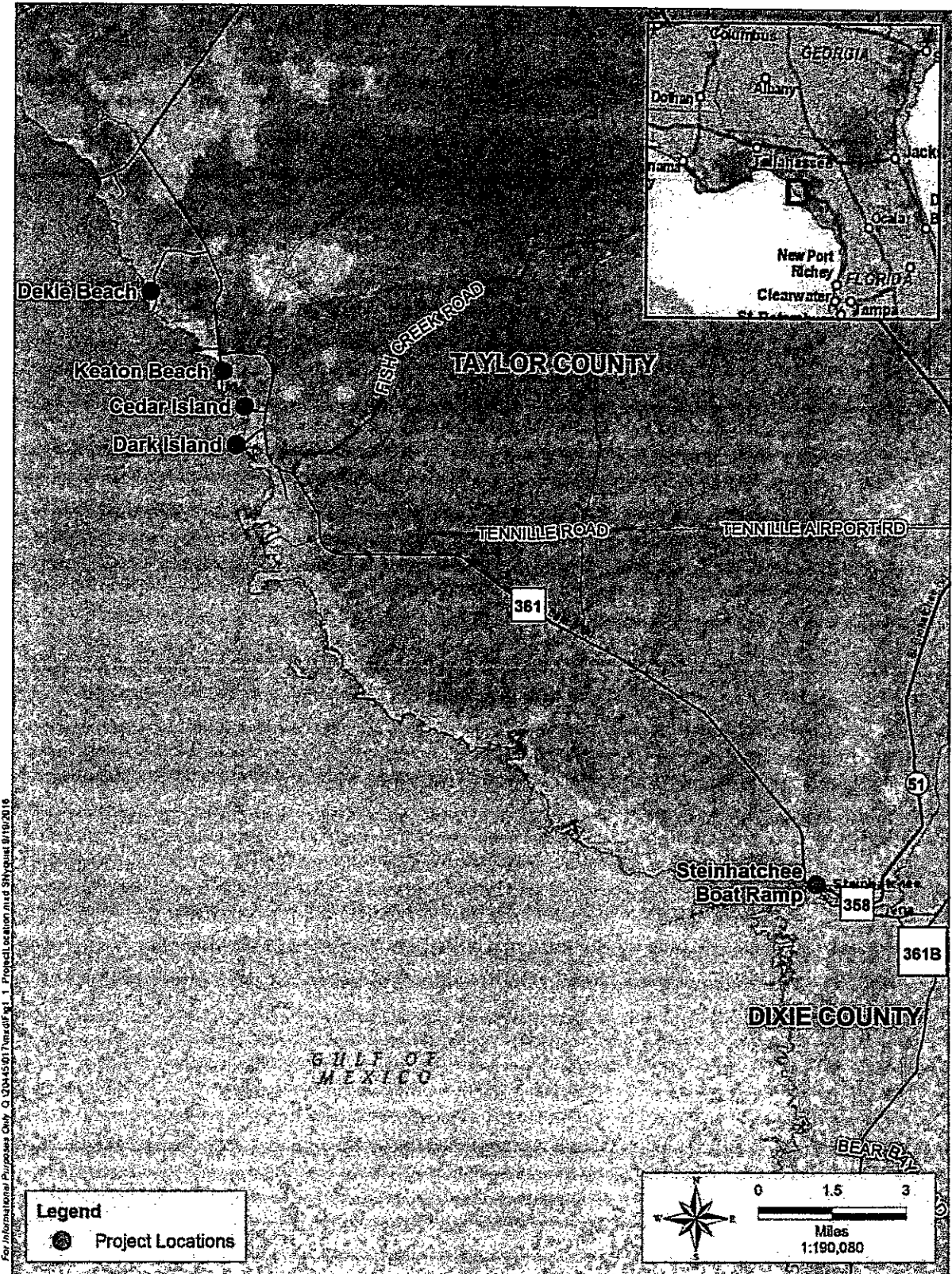
- Dekle Beach canals (Figure 1-2).
- Keaton Beach canals (Figure 1-3).
- Cedar Island canals (Figure 1-4).
- Dark Island canals (Figure 1-5).
- Steinhatchee Boat Ramp area (Figure 1-6).

These five coastal communities have experienced chronic issues with boating access during low tides. Therefore, these areas must be dredged to improve boating access. This PER considers dredging approximately 5 miles of canals in Taylor County and discusses the following:

- Estimated quantity of dredged material.
- Potential disposal sites.
- Permitting requirements.
- Estimated dredging costs.

The 2012 RESTORE Act dedicates 80% of all administrative and civil penalties related to the Deepwater Horizon oil spill to a Gulf Coast Restoration Trust Fund. Those funds can be used to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. The United States Department of the Treasury administers the RESTORE Act and related grant programs. Taylor County could receive approximately \$3 million through grants for specific projects over a period of 15 to 17 years. The County has approximately \$600,000 in RESTORE Act funds that it will use on an initial test project of a canal dredging feasibility study, which includes this PER. Jones Edmunds & Associates, Inc. expects that RESTORE Act funds will fund the dredging project discussed in this PER; therefore, we did not investigate additional funding. Further, RESTORE Act grants could potentially fund future maintenance dredging projects.

Figure 1-1 Project Locations



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Figure 1-2 Dekle Beach Canals



Figure 1-3 Keaton Beach Canals

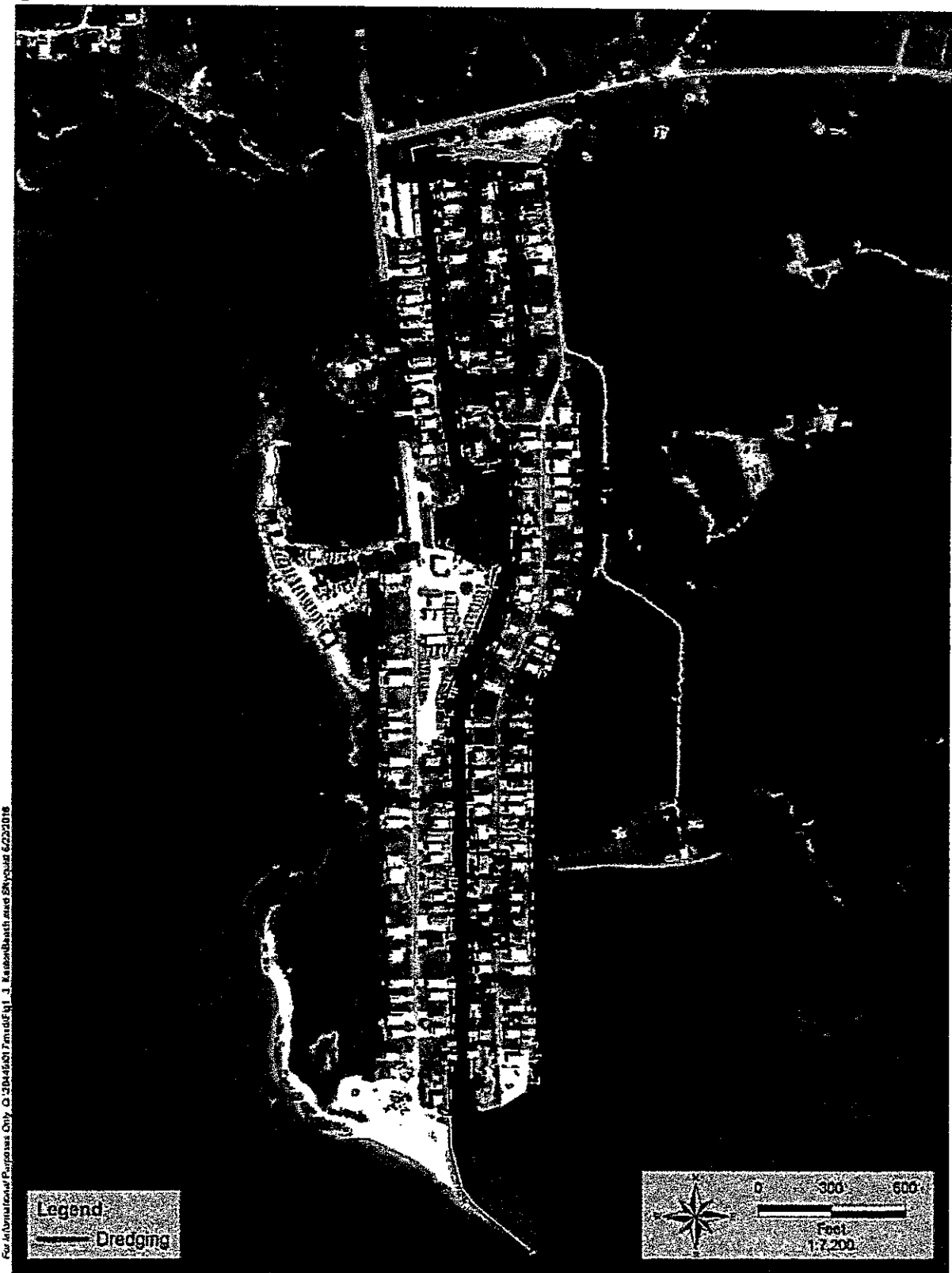


Figure 1-4 Cedar Island Canals

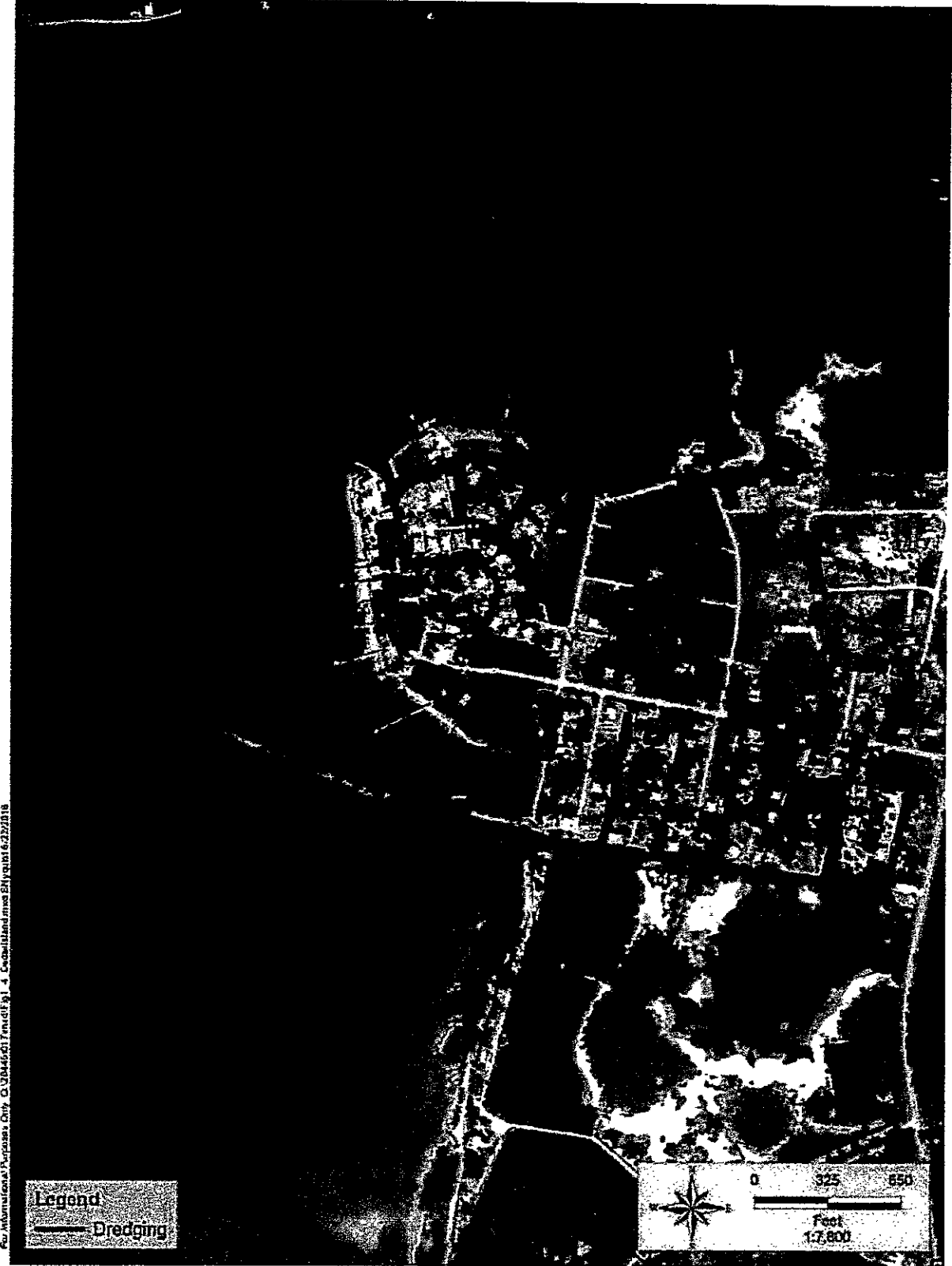
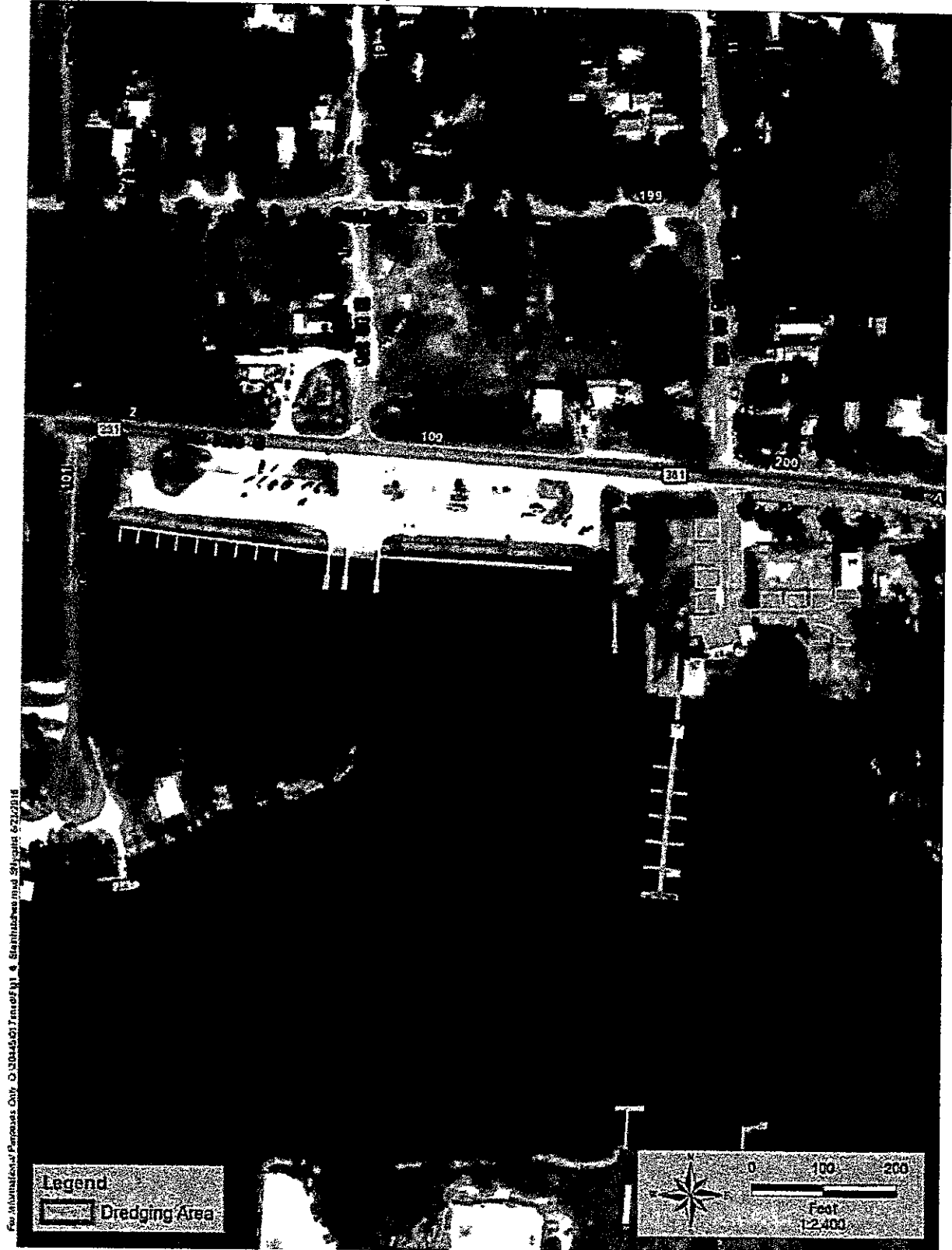


Figure 1-5 Dark Island Canals



Figure 1-6 Steinhatzee Boat Ramp Area



1.2 BACKGROUND

The coastal communities have experienced problems with the canal system due to inaccessibility of the canals during low tides, boat-traffic constrictions, and safety issues due to two large limestone formations in the main canal at Keaton Beach. Boat traffic is increasing due to population growth, new development, and use of public and private boat ramps. Keaton Beach, Dark Island, and Steinhatchee have public boat ramps. Recent improvements to public boating facilities include improvements in 2006 to Dark Island Park and Boat Ramp, construction of the Steinhatchee Boat Ramp in 2011, and a boat-parking lot expansion in 2013 at the Keaton Beach Boat Ramp. Dekle Beach, Keaton Beach, and Cedar Island have several private boat ramps, the number of which is increasing. Further, many single-family docks are located along the canals.

Canals at Keaton Beach and Cedar Island were constructed in the 1950s and later dredged to -4 feet MLW in 1987 under USACE Permit No. 871PR-20379. These canals were last dredged in 1993 following the storm of the century. A 1987 local cooperation agreement between the County and USACE facilitated the construction of an approximately 12,000-foot-long channel from a turning basin at Keaton Beach to the Gulf of Mexico. At the time this PER was prepared, the original construction details of the canals at Dekle Beach and Dark Island are unknown.

In 2011, the Steinhatchee Boat Ramp was developed at an existing marina known as Ideal Marina under SRWMD Permit No. ERP-123-210858-1 (FDEP Permit ERP06-0065). Improvements at the boat ramp included maintenance dredging in the marina basin and access channel to -5.0 feet MLW by Permit No. DEP 62-259493-003 EE. However, that project did not include dredging at the area that is discussed in this PER (Figure 1-6).

1.3 EXISTING CONDITIONS

To evaluate the existing conditions, we investigated the site, performed a hydrographic survey, and reviewed FDEP and SRWMD permits. Geomatics Corp. completed the hydrographic survey in March 2016 using a Sonarmite Portable Bluetooth Echo Sounder system coupled with a Trimble R8 GPS satellite navigation system configured for Real Time Kinematic corrections. Geomatics collected survey data along the canals as near as possible to each side, avoiding the docks that protrude into the canals, and in an S pattern along the center of each canal. Appendix A includes the survey report. Jones Edmunds visited the site on January 13, 2016 and February 19, 2016. We observed site access, types of bulkheads, and single-family docks.

The canal system consists of manmade canals ranging from approximately 30 feet wide to 100 feet wide. The sides of the canals are stabilized by various means such as rip rap revetments, wood retaining walls, and sheet pile bulkheads. Many residential lots include floating docks and piers, which project into the canals. Taylor County Ordinance Section 42-436 governs docks and piers and states, "No boat dock, covered boat dock or pier, together with the watercraft being moored at the structure, shall project into a manmade waterway more than 20% of the width of the waterway or 30 feet, whichever is less, including pilings." The in-water structures will present a challenge during dredging operations due to their magnitude, location, and respective conditions. The final design should implement a dredging buffer around these structures to prevent any impacts to them during dredging.

At all four of the residential communities, the conditions prevent the majority of boating traffic from using the side and finger canals during low tides. At Keaton Beach's main canal south of the fishing pier, two large submerged rock formations cause safety issues and create bottlenecks for boat traffic. This PER does not address removing the limestone formations. The locations and sizes of these formations should be addressed during the final design. Keaton Beach's main canal is accessible to the majority of recreational boaters at all times. However, access to the finger canals by larger boats is restricted to high tides, which we assume to be typical of the three other residential communities.

2 ENGINEERING REPORT

2.1 SPOIL QUANTITY ESTIMATE

Jones Edmunds used two types of cross sections to calculate the volume of dredge material: a V-bottom section and a trapezoidal section with a varying bottom width. We used a V-bottom dredge section for canals 50 feet wide or less, and we applied a trapezoidal section for canals of greater widths. The bottom widths of the trapezoidal sections vary from 20 feet to 60 feet wide. In selecting typical sections, we tried to avoid conflicts with docks and piers. This is a diversion from the 1987 maintenance dredging, which used a 10-foot setback from seawalls and sheet piling. However, we believe that our approach results in realistic dredge estimates considering the County Ordinance and the presence of docks and piers.

We considered the following factors in determining the dredge depth:

- Canals constructed before 1970 could potentially be dredged to the original construction depths of the canals. However, information on the original depths of the canals was not available at the time of this PER and will need to be determined before the final design.
- Drawings from the 1987 dredging for Keaton Beach indicated a depth of -4 feet MLW (with 1 foot of allowable overdepth, resulting in a depth of -5 feet MLW). Drawings from the 1993 Keaton Beach and Cedar Island dredging were not available at the time of this PER. The permit for this work specified a maximum dredged side-slope of 5:1 (H:V). We used this 5:1 slope in this PER.
- Dredging that has recently taken place in the coastal communities was performed to depths of -4 feet MLW or -5 feet MLW.
- At the Steinhatchee Boat Ramp, the marina basin and access channel were dredged to -5 feet MLW.

Therefore, our calculations assume dredging to -4 feet MLW in the four coastal communities and dredging to -5 feet MLW at the Steinhatchee Boat Ramp. The calculations also include an allowable 1-foot over-dredge. Elevation data obtained from the survey were provided in NAVD 88. We converted MLW elevations to NAVD88 using VDatum version 3.6, a software tool developed by the National Oceanic and Atmospheric Administration's National Geodetic Survey. The difference between elevations in MLW and NAVD 88 vary from -1.25 feet at Dekle Beach to -1.29 feet at Dark Island and -1.5 feet at Steinhatchee Boat Ramp. The volume calculations assume dredging to an elevation of -6.5 feet NAVD 88 at Steinhatchee Boat Ramp and an average elevation of -5.28 feet NAVD 88 for the four other sites.

We used the best available science to estimate dredge quantities. Using AutoCAD Civil 3D 2014, we created a three-dimensional dredge model of each canal by applying a unique typical section to a horizontal alignment and proposed dredge profile. Figure 2-1 and Figure 2-2 show the typical sections. We used the three-dimensional dredge model to create a proposed dredge TIN surface. Similarly, we created a TIN surface from the hydrographic survey point data. A comparison of the two TIN surfaces resulted in a dredge volume. We estimated the volume of 1-foot-deep overdredge by lowering the proposed dredge TIN surface by 1 foot and comparing it with the hydrographic survey TIN. Table 2-1 presents the estimated dredge volumes for each site. The overall estimated dredge volume is approximately 61,000 cubic yards; 1 foot of overdredge increases the overall dredge volume to 118,000 cubic yards.

Table 2-1 Estimated Dredge Volume

Location	Canal Length (Feet)	Dredge Depth, MLW	Dredge Depth, NAVD 88	Dredge Volume (Cubic Yards)	1 Foot Over Dredge Volume, (Cubic Yards)	Total Dredge Volume (Cubic Yards)
Dekle Beach	1,500	-4.0	-5.28	3,600	2,000	5,600
Keaton Beach	10,800	-4.0	-5.28	18,300	13,400	31,700
Gedar Island	11,500	-4.0	-5.28	20,000	33,100	53,100
Dark Island	3,800	-4.0	-5.28	14,300	7,800	22,100
Steinhatchee Boat Ramp		-5.0	-6.5	4,800	1,500	6,300
Totals				61,000	57,800	118,880

Figure 2-1 Trapezoidal Canal Typical Section

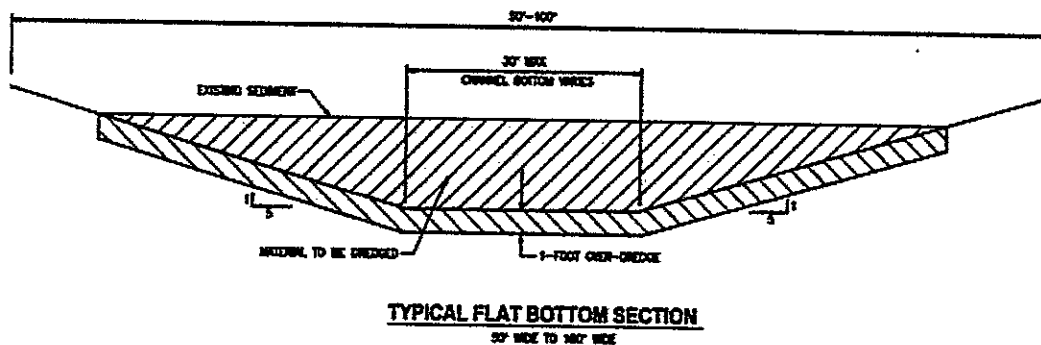
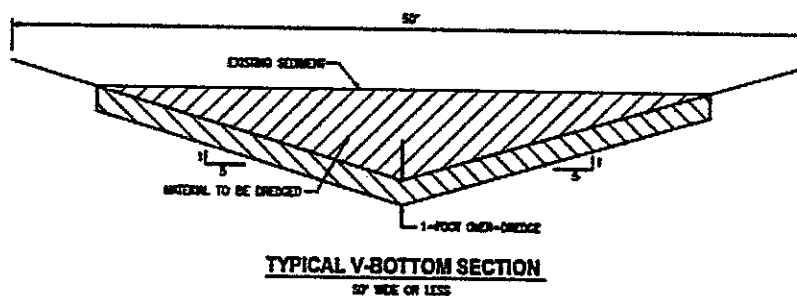


Figure 2-2 V-Bottom Canal Typical Section



2.2 STAGING AND DEWATERING SITE

As part of the dredging and disposal process the dredged material must be dewatered. Three typical methods for upland dewatering are (1) settling basins/confined dike placement, (2) geotextile tubes, and (3) mechanical separation systems. Often, these methods are combined to clarify the return water. The required land area would vary based on the method, from 2-3 acres for geotextile tubes and mechanical systems to several acres or more for settling basins. Evaluating a staging and dewatering site was not investigated in this PER; this will be evaluated during the final design process.

2.3 DISPOSAL SITE EVALUATIONS

To determine the most suitable site to place the dredged material, Jones Edmunds evaluated the following characteristics of potential disposal sites:

- Proximity to the canals.
- Parcels outside the 100-year floodplain.
- Parcels outside wetlands.
- Parcels that are unimproved, public lands, or otherwise suitable, and greater than 18 acres.
- Property owner amenability to accepting the spoil material.

Jones Edmunds' September 2002 PER reported seven potential disposal sites, which are shown in Figure 2-3 and summarized in Table 2-2. In addition, Table 2-2 states whether each site is still a suitable option. The possible sites are owned by various entities including private landowners and government entities. Five sites are in upland regions, while two are in areas classified as wetlands.

Table 2-2 Potential Spoil Sites Identified in 2002 PER

Site	Owner	Total Acreage	Site Type	Upland Acreage	In 100-Year Floodplain	Suitable Site
Site 6825	Taylor County	43	Uplands	38	Yes	No
Site 8951	Taylor Coastal Water & Sewer District	95	Uplands	95	No	Yes
Site 6670	Secret Promise Limited	271	Uplands	95	No	Yes
Site 6651	St. Joseph Land Development	40	Uplands	40	No	Yes
Site 8949	Foley Timber and Land	630	Uplands	474	Partial	Yes
Site 7040	Lindsey Island Kingfisher LLC	84	Wetlands	11	Yes	No
Site 6576	Thomas B. Puckett and others	48	Wetlands	5	Yes	No

We have more recently identified several additional sites as potential spoil disposal locations. The site selection was limited to upland parcels outside the 100-year floodplain and wetland areas. Several potential properties are within a 4-mile straight-line distance from the project areas (Figures 2-3 and 2-4). Table 2-3 summarizes the features of each site, in order of increasing upland acreage, ranging from approximately 19 acres to 45 acres. The County should further investigate the viability of each site as a potential disposal location.

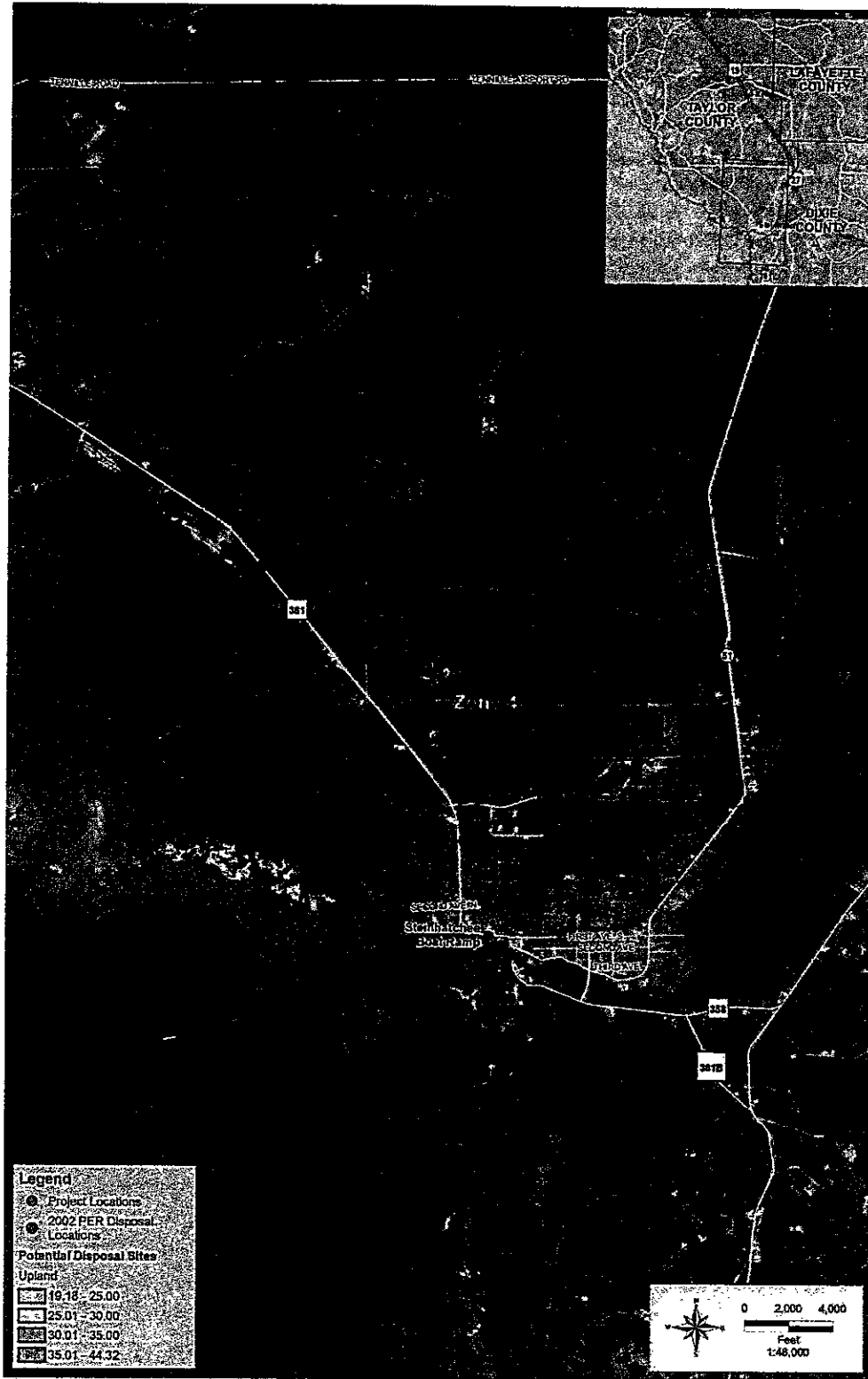
Table 2-3 Additional Potential Spoil Disposal Sites

Site	Owner	Total Acreage	Upland Acreage	Site Type
Site 08963	Soderberg Frances A & Arthur J	20	19	Barren Land
Site 08928	Ricks Jeffery W	21	20	Upland Forests
Site 06558	Young Carlton Q	20	20	Urban And Built-Up
Site 06652	Bradbury Ray	20	20	Upland Forests
Site 08927	Brown Eddie W & Elizabeth H	21	20	Upland Forests
Site 06557	Blakey Rudolph	20	20	Agriculture
Site 06585	Carlton Charles D & Diane C	20	20	Upland Forests
Site 06558	Taylor Michael & Senter Glenn	21	21	Rangeland
Site 08998	Ellison James Martin	22	22	Upland Forests
Site 08965	Whitfield Richard L Jr & Diane	22	22	Upland Forests
Site 06584	Masters Family Living Trust	41	23	Upland Forests
Site 06588	Mangum Bevis R	26	26	Upland Forests
Site 06589	Mangum Gary H	27	27	Upland Forests
Site 06587	Secret Promise LTD	41	30	Upland Forests
Site 10247	Florida Quail Run LLC	39	33	Upland Forests
Site 09459	Florida Quail Run LLC	41	33	Upland Forests
Site 09455	Foley Timber And Land Company	46	34	Upland Forests
Site 06645	Ward James E & Demetria A	36	36	Upland Forests
Site 06646	Ward James E & Demetria A	41	38	Upland Forests
Site 06645	Ward James E & Demetria A	41	39	Upland Forests
Site 06651	Foley Timber And Land Company	39	39	Upland Forests
Site 06584	Masters Family Living Trust	40	40	Upland Forests
Site 08947	Bennett W.M	61	43	Upland Forests
Site 06642	Taylor Coastal Water & Sewer District	44	44	Upland Forests

Figure 2-3 Potential Disposal Sites North



Figure 2-4 Potential Disposal Sites South



2.4 PERMITTING REQUIREMENTS

Jones Edmunds contacted SRWMD and FDEP regarding the regulations for dredging. FDEP has permitting responsibility for the five proposed sites according to Part II.A.1 of the Operating Agreement Concerning Regulation Under Part IV, Chapter 373, FS. between SRWMD and FDEP. Therefore, no ERP applications would be submitted to SRWMD. According to Mark Marousky, FDEP Environmental Specialist, permit applications would be submitted to FDEP-Northeast District. FDEP coordinates the permit review with USACE, whose jurisdiction includes all navigable waters of the United States. Permit applications should include engineering drawings of the proposed work, such as a dredging plan, dewatering plan, spoil disposal plan, SWPPP, and erosion and sediment control plan.

Dredging at the Steinhatchee Boat Ramp would be exempt from ERP permitting under 62-330.051(7)(a) FAC for maintenance dredging according to Section 403.813(1)(f), FS. The proposed dredging must comply with conditions for the ERP exemption, such as dredging to maximum depth of -5 feet MLW and disposing soils only at upland sites. We recommend a formal request for verification of exemption by submitting the Form 62-330.050(1) with a \$100 fee. New applications and correspondence should reference the previous FDEP permit number 259493. FDEP provides a response to a request for verification of exemption within 30 days.

The remaining project sites would be permitted as Individual ERP permits. An application would be made to FDEP using Form 62-330.060(1), Joint Application for Individual Environmental Resource Permit/ Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit. An application for project sites in close proximity could be combined into one Individual ERP application, for example Keaton Beach and Cedar Island. However, due to the significant distance between project sites, FDEP would expect more than one Individual ERP application for dredging in the four residential communities. We expect the Individual ERP permitting process to take approximately 60 to 90 days, including the initial review period and one request for additional information.

FDEP will request a sovereignty submerged land title determination. Dredging sovereignty submerged land incurs a severance fee \$1.25 per cubic yard of material per 18-21.011(3)(a)3. FAC. According to 18-21.011(3)(c) FAC, the Board of the TIITF will approve a severance fee waiver when:

- The materials are being placed on public property and used for public purposes,
- It is affirmatively demonstrated that the severed dredge material has no economic value, or
- A governmental entity conducts a project with the sole objective of environmental restoration or enhancement and the Board determines that waiving the severance fee is in the public interest, as defined in Rule 18-21.003, FAC.

FDEP informally stated that the canals in the four residential communities and Steinhatchee Boat Ramp are not sovereignty submerged lands. The review for FDEP Permit 62-259493-003 EE dated May 10, 2006, which authorized marina and access channel dredging at Steinhatchee Boat Ramp, determined that the work was not on State-owned submerged lands. Further, the work was authorized under USACE's SPGP. We expect a similar outcome for the proposed dredging at Steinhatchee Boat Ramp. According the FDEP's Map Direct State Land Parcels, the public navigation channel and turning basin at Keaton Beach is on a sovereignty submerged land easement (Easement No. 27918 (3707-62)) that was granted to Taylor County Board of County Commissioners for a period of 30 years from November 18, 1986.

2.5 PRELIMINARY PROBABLE ESTIMATED COSTS

We considered two main factors when preparing preliminary costs for this dredging project: the proximity of the disposal site to the canals, and the method of transport of the dredged materials. Preliminary cost estimates include engineering services, which include hydrographic survey, design, permitting, geotechnical testing, and construction observation. We estimated construction costs using costs from the RS Means Cost Database, dredging contractors, and recent projects.

Tables 2-4 summarizes the conceptual cost estimates for dredging and spoil disposal. Detailed cost estimates, including engineering services, are shown in Appendix C. Lease or purchase cost of dewatering and disposal site(s) is excluded from the cost estimate. Assumptions for the costs include the following:

- Hydraulic dredging using an 8-inch to 10-inch discharge pipeline with a discharge rate of approximately 2,000-gallons per minute.
- Dredging of the unconsolidated sediment.
- 1 foot of over-dredge depth.
- Dewatering by mechanical separation, such as hydrocyclone, and geotextile tubes in a containment berm with polymer treatment.
- Hauling by truck to beneficial use site.
- 12% soil expansion factor for hauling.
- Cost contingency of 25%.
- Costs rounded to the nearest thousand dollars.

A cost estimate prepared during final engineering design will reflect a greater level of certainty based on more detailed site investigations and design. In summary, at this phase of analyses, the conceptual-level probable costs for dredging and disposal, depending on the haul distance, would range between the following:

- \$337,000 and \$373,000 for Dekle Beach.
- \$1.354 million and \$1.557 million for Keaton Beach.
- \$2.188 million and \$2.528 million for Cedar Island.
- \$980,000 and \$1.122 million for Dark Island.
- \$365,000 and \$405,000 for Steinhatchee Boat Ramp.

Table 2-4 Conceptual Cost Estimate Summary

Project Site	Item Description	Dredging Cost	Spoil Disposal Cost			
			Zone 1	Zone 2	Zone 3	Zone 4
Deble Beach	Dredge Volume (cubic yards)	5,600				
	Dredge Cost	\$292,000				
	Dredge Cost per Cubic Yard	\$52				
	Haul Distance (miles)		5	5	10	23
	Haul Cost		\$45,000	\$45,000	\$63,000	\$81,000
	Haul Cost per Cubic Yard per Mile		\$1.61	\$1.61	\$1.13	\$0.63
	Total Cost		\$337,000	\$337,000	\$355,000	\$373,000
Keaton Beach	Dredge Volume (cubic yards)	31,700	-	-	-	-
	Dredge Cost	\$1,100,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$35	-	-	-	-
	Haul Distance (miles)	-	5	2	6	19
	Haul Cost	-	\$254,000	\$254,000	\$356,000	\$457,000
	Haul Cost per Cubic Yard per Mile	-	\$1.60	\$4.01	\$1.87	\$0.76
	Total Cost	-	\$1,354,000	\$1,354,000	\$1,456,000	\$1,557,000
Cedar Island	Dredge Volume (cubic yards)	53,100				
	Dredge Cost	\$1,763,000				
	Dredge Cost per Cubic Yard	\$33				
	Haul Distance (miles)		7	4	6	17
	Haul Cost		\$595,000	\$425,000	\$595,000	\$765,000
	Haul Cost per Cubic Yard per Mile		\$1.80	\$2.00	\$1.87	\$0.85
	Total Cost		\$2,358,000	\$2,188,000	\$2,358,000	\$2,528,000
Dark Island	Dredge Volume (cubic yards)	22,100	-	-	-	-
	Dredge Cost	\$803,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$36	-	-	-	-
	Haul Distance (miles)	-	8	5	6	17
	Haul Cost	-	\$248,000	\$177,000	\$248,000	\$319,000
	Haul Cost per Cubic Yard per Mile	-	\$1.40	\$1.60	\$1.87	\$0.85
	Total Cost	-	\$1,051,000	\$980,000	\$1,051,000	\$1,122,000
Steinhatchee Boat Ramp	Dredge Volume (cubic yards)	6,300				
	Dredge Cost	\$314,000				
	Dredge Cost per Cubic Yard	\$50				
	Haul Distance (miles)		23	20	19	3
	Haul Cost		\$91,000	\$91,000	\$91,000	\$51,000
	Haul Cost per Cubic Yard per Mile		\$0.63	\$0.72	\$0.76	\$2.70
	Total Cost		\$405,000	\$405,000	\$405,000	\$365,000

Notes:

- 1- Engineering Services are excluded.
- 2- Total Cost includes cost of dredging and spoil disposal.

3 CONCLUSIONS

This PER provided information for the dredging and disposal of sediment for canals and a boat ramp in Taylor County. The canals and Steinhatchee Boat Ramp discussed in this PER need dredging due to limited boating access. We recommend that the County use the information presented herein to budget and implement improvements, and thereafter establish a dredging maintenance program. The County should procure property or an agreement with a property owner to handle dewatering and spoil disposal. The County should also proceed with engineering design services, which would include hydrographic survey, engineering design, and permitting. Excluding the cost of property acquisition, the greatest cost drivers will be the spoil volume and the haul distance to the disposal property location.

Summary of Probable Costs by Site:

- \$337,000 and \$373,000 for Dekle Beach.
- \$1.354 million and \$1.557 million for Keaton Beach.
- \$2.188 million and \$2.528 million for Cedar Island.
- \$980,000 and \$1.122 million for Dark Island.
- \$365,000 and \$405,000 for Steinhatchee Boat Ramp.

Total Probable Costs: \$5,224,000 to \$5,985,000.



TRANSMITTAL

To: Jones Edmunds & Associates, Inc. Date: 6/28/2016 Project No.: 16-2338
730 N.E. Waldo Road Project: Hydrographic Survey, Deckle Beach, Cedar Island,
Gainesville, FL 32641 Dark Island, Keaton Beach and Steinhatchee

Attn: Walter A. Nickel, PE Location: Taylor County, FL

We are Sending: x Herewith Under Separate Cover

Via: US Mail x Courier Pick-up Fedex Other

The Following: Tracings Progress Prints Specifications
 Prints Sketches CD

No. of Copies	Description	Prepared By	Action
2	Surveyor's Report	TD	

These are: Forwarded Returned Action Codes:

As Requested X For Your Review and Comment A - No Exception Taken E - Information & File
For Your Information With Review Action Indicated B - Make Corrections Noted F - For Your Use
 C - Revise and Resubmit G - No Action Taken
 D - Rejected H - See Remarks

Remarks:

By:

Copies To: File With Attachments Transmittal Only



GEOMATICS CORP.

"Where Service, Quality, and Professionalism Come Together"

Surveyor's Report

Hydrographic Survey

*Deckle Beach, Cedar Island, Dark Island,
Keaton Beach, and Steinhatchee, Taylor County, FL.*

*For: Jones Edmunds & Associates, Inc.
Geomatics Corp. Project No. 116-2338*

Project Information:

The project is located in Deckle Beach, Cedar Island, Dark Island, Keaton Beach, and Steinhatchee, Taylor County, Florida. The purpose of the project is to collect bottom elevations of various canals within each of the five locations.

Horizontal and Vertical Datum:

All digital data is expressed in U.S. Survey Feet.

Horizontal:

The Horizontal Coordinates for the survey are based on Florida State Plane Coordinate System (SPC), East Zone (901), North American Datum 1983 - NAD83(2011) Epoch 2010.00.

Trimble VRS Now was used to determine the horizontal coordinates. VRS Now provides instant access to Real Time Kinematic (RTK) corrections utilizing a network of permanent continuously operating reference stations.

All hydrographic data was acquired utilizing a Trimble Navigation R8 G.P.S. unit configured for Real Time Kinematic Surveying (RTK). The Rover unit was coupled with an Ohmex Sonarmite portable bluetooth echo sounder system to determine bottom elevations in the canals. The data collected was delivered electronically as an ascii file.

Vertical:


All elevations are based on the North American Datum of 1988 (NAVD88) and are expressed in feet and were acquired utilizing Trimble VRS Now, GEOID12A geoid model.

A DBE CERTIFIED FIRM

Geomatics Corp., 2804 N. Fifth Street, St. Augustine, FL 32084, phone 904-824-3086, fax 904-824-5753

The survey was conducted in the field on February 18 through March 2, 2016 and was recorded in Geomatics Field Book 15-08, pgs. 62-68. No Survey map was produced as part of this survey.

This Surveyor's Report was prepared under the direct supervision of Terry M Durden, Florida Professional Surveyor and Mapper No. 5261.



Terry M Durden, PSM
Florida Professional Surveyor and Mapper No. 5261



Date

NOTE: This Surveyor's Report is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Geomatics Corporation

**2804 N. Fifth Street, Suite 101
St. Augustine, FL 32084**

FL Lic. Bus. #6979 GA Lic. Bus #939 SC Lic. Bus. #3387 AL Lic. #794 NC Lic. #3752

(This Report Is Not Complete Without Two Pages Present)

A DBE CERTIFIED FIRM

Geomatics Corp., 2804 N. Fifth Street, St. Augustine, FL 32084, phone 904-824-3086, fax 904-824-5753

Appendix B

Dredging Plan and Typical Sections Figures

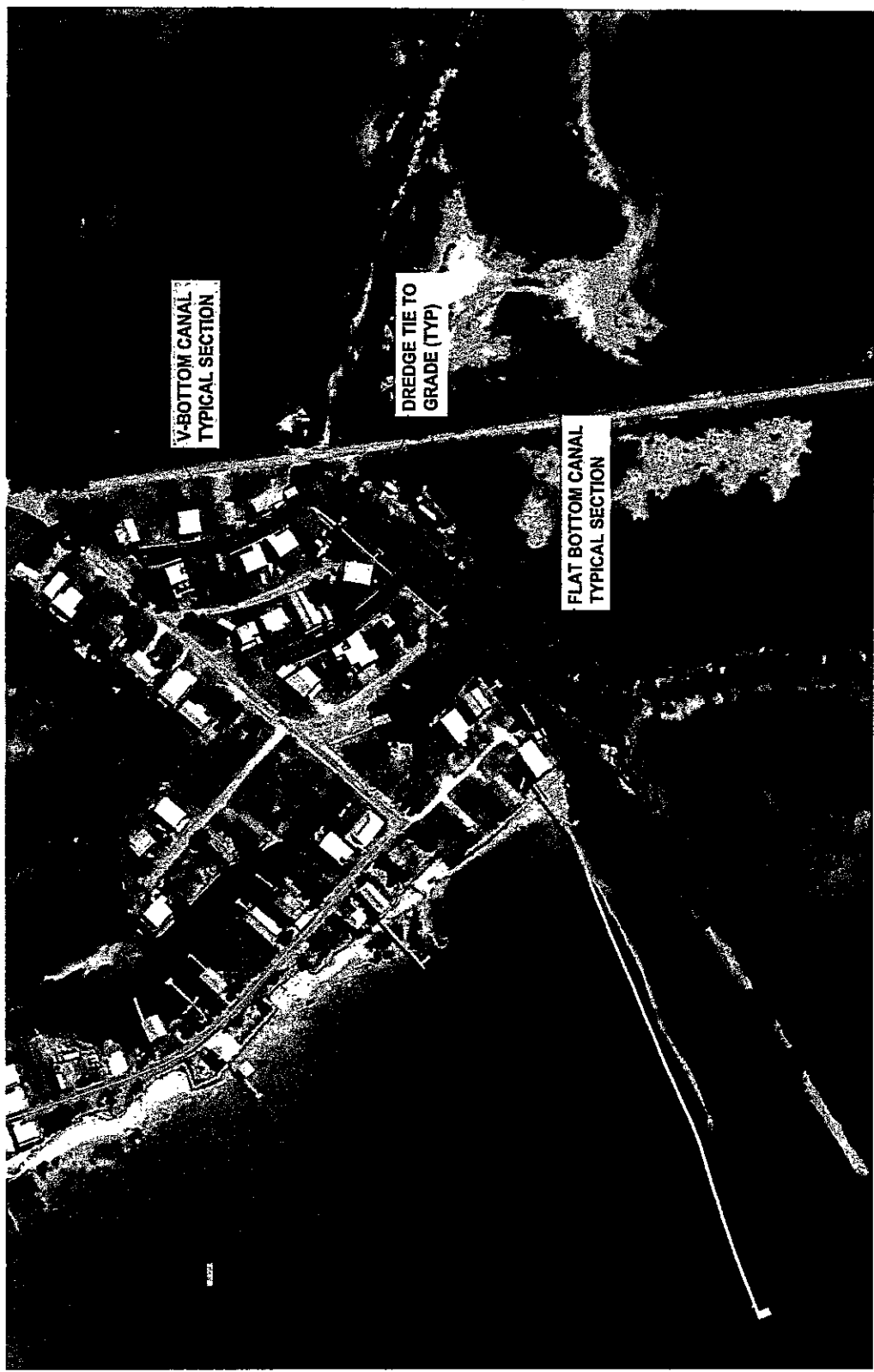


FIGURE 1
DREDGING PLAN
DEYKL ISLAND
TAYLOR COUNTY, FL

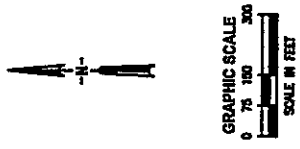
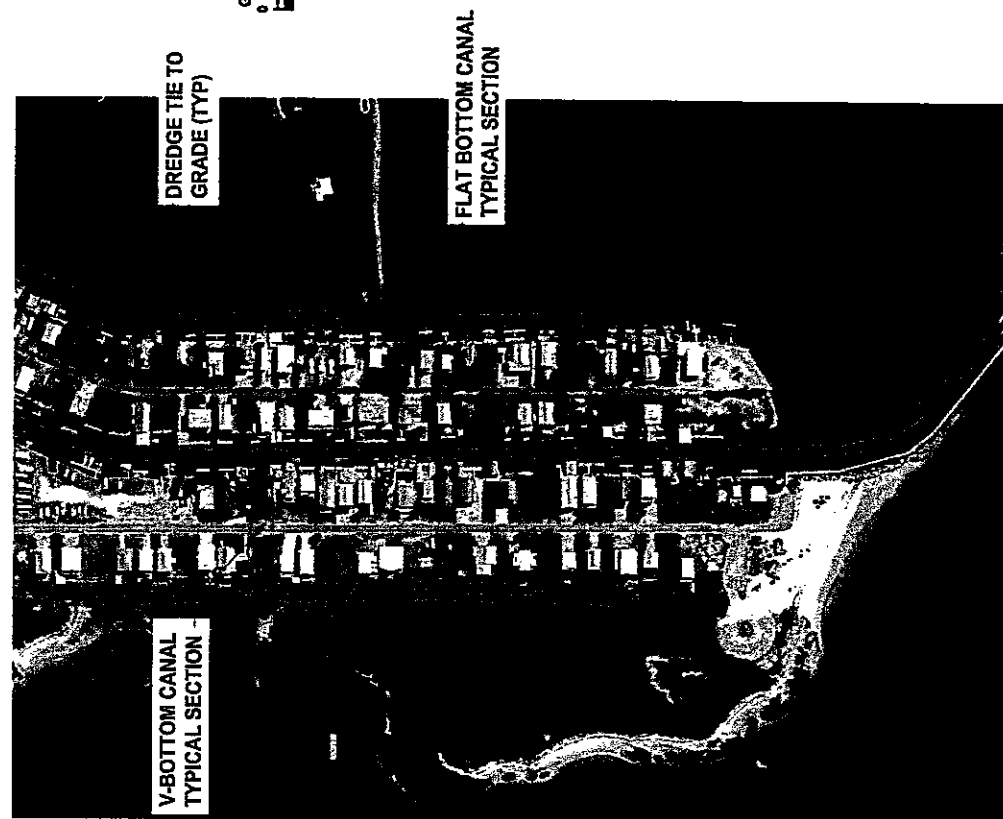
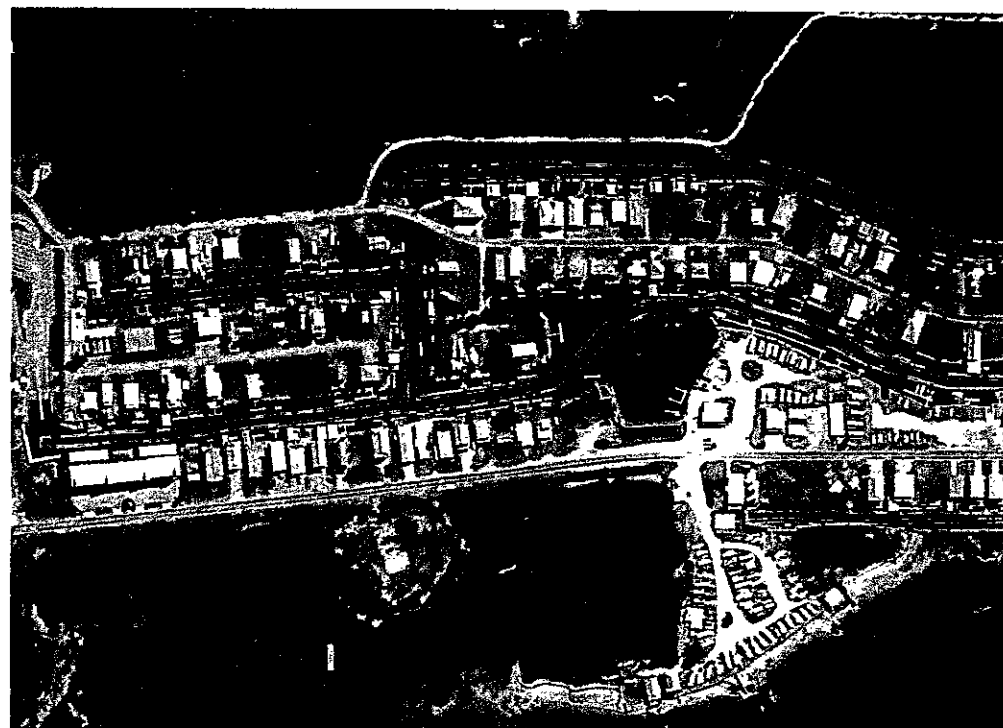


FIGURE 2
DREDGING PLAN
KEATON BEACH
TAYLOR COUNTY, FL

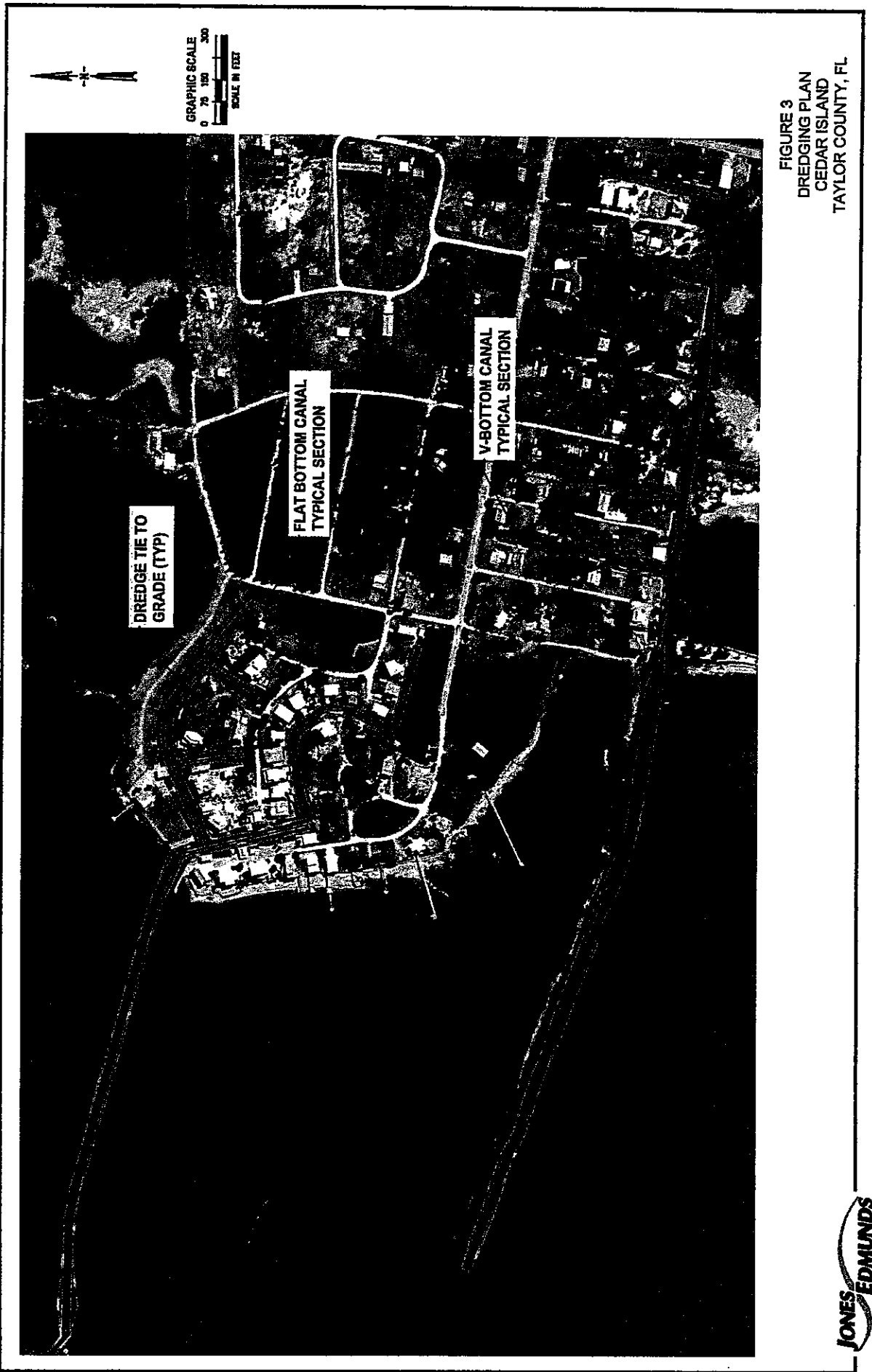
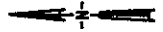
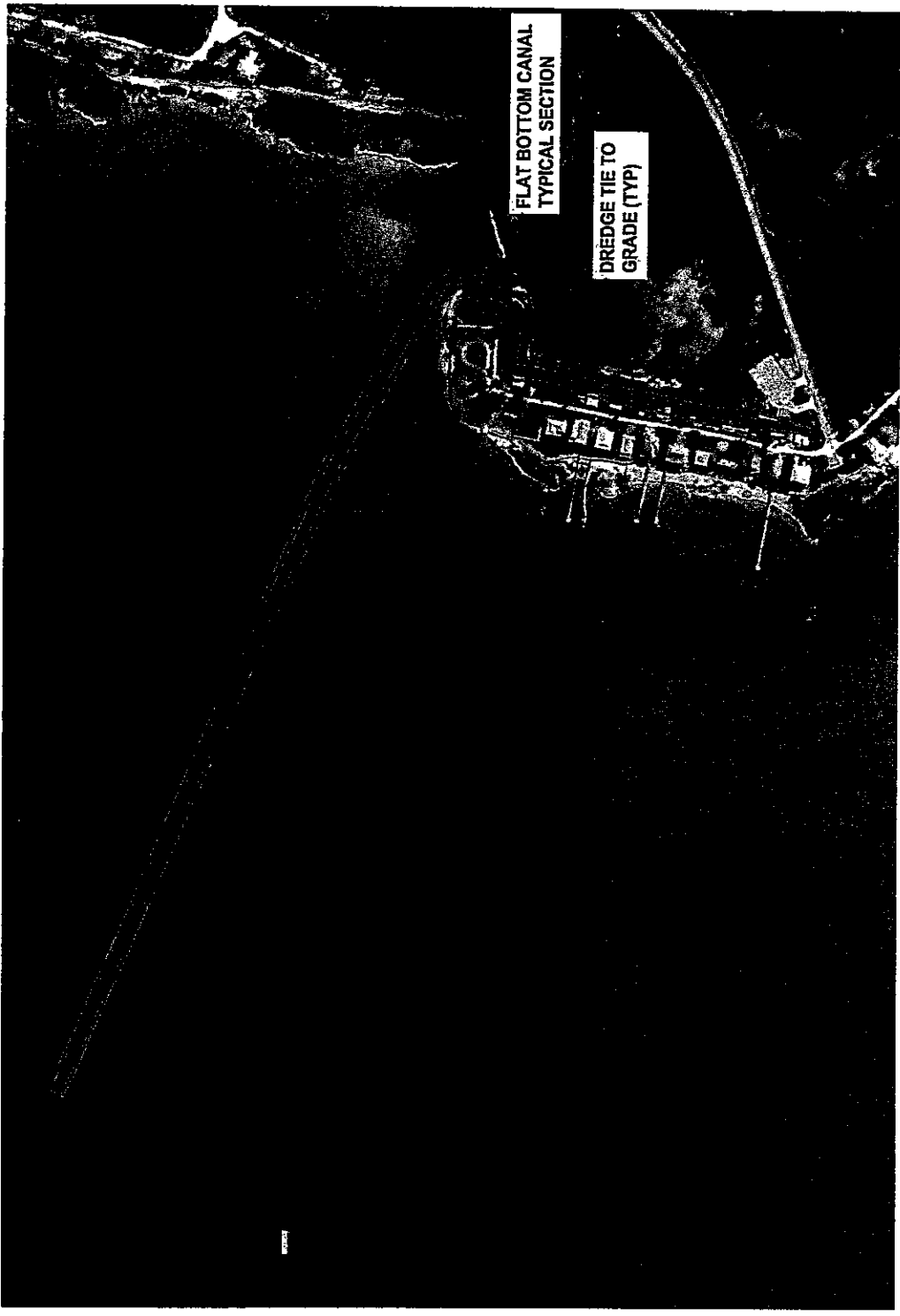
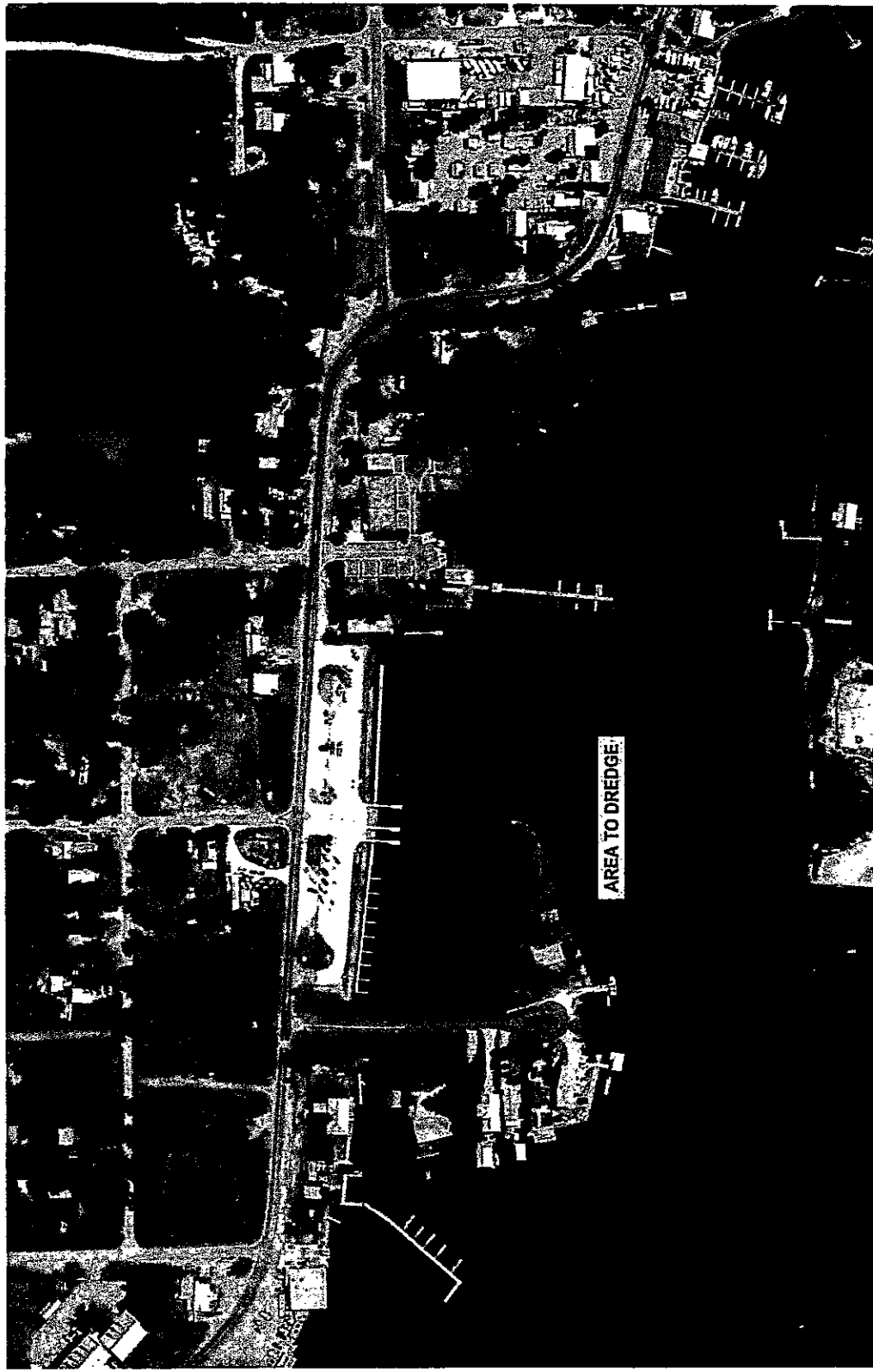


FIGURE 3
DREDGING PLAN
CEDAR ISLAND
TAYLOR COUNTY, FL



GRAPHIC SCALE
0 75 150 300
SCALE IN FEET

FIGURE 4
DREDGING PLAN
DARK ISLAND
TAYLOR COUNTY, FL



GRAPHIC SCALE
0 50 100 200
SCALE IN FEET

FIGURE 5
DREDGING PLAN
STEINATCHEE BOAT RAMP
TAYLOR COUNTY, FL

Appendix C

Cost Estimate by Project Site

Table C-1 Dekle Beach Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	5,600	CY	\$15	\$84,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	5,600	CY	\$5	\$28,000
Geotextile Tubes	450	LF	\$25	\$12,000
Polymer Treatment - Settling In Containment Berm	5,600	CY	\$2	\$12,000
Sediment and Erosion Control	1	Each	\$6,780	\$7,000
Contingency (25%)				\$59,000
Subtotal				\$292,000
Haul to Zone 1	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 2	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 3	4,480	CY	\$14	\$63,000
Project Total				\$355,000
Haul to Zone 4	4,480	CY	\$18	\$81,000
Project Total				\$373,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an Insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-2 Keaton Beach Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$20,000	\$20,000
Construction Administration & Observation	1	Each	\$60,000	\$60,000
Subtotal				\$145,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	31,700	CY	\$15	\$476,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	31,700	CY	\$5	\$159,000
Geotextile Tubes	2,570	LF	\$25	\$65,000
Polymer Treatment - Settling In Containment Berm	31,700	CY	\$2	\$64,000
Sediment and Erosion Control	1	Each	\$25,620	\$26,000
Contingency (25%)				\$220,000
Subtotal				\$1,100,000
Haul to Zone 1	25,360	CY	\$10	\$254,000
Project Total				\$1,354,000
Haul to Zone 2	25,360	CY	\$10	\$254,000
Project Total				\$1,354,000
Haul to Zone 3	25,360	CY	\$14	\$356,000
Project Total				\$1,456,000
Haul to Zone 4	25,360	CY	\$18	\$457,000
Project Total				\$1,557,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-3 Cedar Island Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$25,000	\$25,000
Construction Administration & Observation	1	Each	\$60,000	\$60,000
Subtotal				\$150,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	53,100	CY	\$15	\$797,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	53,100	CY	\$5	\$266,000
Geotextile Tubes	4,310	LF	\$25	\$108,000
Polymer Treatment - Settling In Containment Berm	53,100	CY	\$2	\$107,000
Sediment and Erosion Control	1	Each	\$41,040	\$42,000
Contingency (25%)				\$353,000
Subtotal				\$1,763,000
Haul to Zone 1	42,480	CY	\$14	\$595,000
Project Total				\$2,358,000
Haul to Zone 2	42,480	CY	\$10	\$425,000
Project Total				\$2,188,000
Haul to Zone 3	42,480	CY	\$14	\$595,000
Project Total				\$2,358,000
Haul to Zone 4	42,480	CY	\$18	\$765,000
Project Total				\$2,528,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an Insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-4 Dark Island Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$40,000	\$40,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$35,000	\$35,000
Subtotal				\$90,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	22,100	CY	\$15	\$332,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	22,100	CY	\$5	\$111,000
Geotextile Tubes	1,790	LF	\$25	\$45,000
Polymer Treatment – Settling In Containment Berm	22,100	CY	\$2	\$45,000
Sediment and Erosion Control	1	Each	\$18,690	\$19,000
Contingency (25%)				\$161,000
Subtotal				\$803,000
Haul to Zone 1	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 2	17,680	CY	\$10	\$177,000
Project Total				\$980,000
Haul to Zone 3	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 4	17,680	CY	\$18	\$319,000
Project Total				\$1,122,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an Insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-5 Steinhatchee Boat Ramp Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	6,300	CY	\$15	\$95,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	6,300	CY	\$5	\$32,000
Geotextile Tubes	510	LF	\$25	\$13,000
Polymer Treatment - Settling In Containment Berm	6,300	CY	\$2	\$13,000
Sediment and Erosion Control	1	Each	\$7,290	\$8,000
Contingency (25%)				\$63,000
Subtotal				\$314,000
Haul to Zone 1	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 2	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 3	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 4	5,040	CY	\$10	\$51,000
Project Total				\$365,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an Insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Gulf Coast Restoration Trust Fund
Multi-Year Implementation Plan
Taylor County, Florida



February 2018

RESTORE ACT Direct Component Multiyear Plan Narrative

Department of the Treasury

OMB Approval No. 1505-0250

Directions: Use this form for the Initial Multiyear Plan and any subsequent amendments to an accepted Multiyear Plan. For amendments, include only new and/or materially modified activities.

Multiyear Plan Version (Initial or Amendment Number):	Initial
Date of Initial Multiyear Plan Acceptance:	
Date of Last Multiyear Plan Acceptance:	

Eligible Applicant Name:	Taylor County, Florida Board of County Commissioners
Name and Contact Information of the Person to be contacted (POC) on matters concerning this Multiyear Implementation Plan:	
POC Name:	Melody Cox
POC Title:	Grants Director
POC Email:	melody.cox@taylorcountygov.com
POC Phone:	(850) 838-3553

NARRATIVE DESCRIPTION:
1. A description of each activity, including the need, purpose, objective(s), milestones and location. Include map showing the location of each activity.
It is the intention of the Board of County Commissioners and Staff of Taylor County, Florida to implement five (5) canal restoration and enhancement projects in the direct coastal areas of the Gulf of Mexico within the jurisdictional borders of Taylor County. The projects will be performed beginning in April 2018 and running through October 2031. The five (5) Canal dredging and improvement projects which will impact over five (5) total miles of the County's canal system are described in the attached document.
2. How the applicant made the multiyear plan available for 45 days for public review and comment, in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and non-profit organizations, such as through public meetings, presentations in languages other than English, and postings on the Internet. The applicant will need to submit documentation (e.g., a copy of public notices) to demonstrate that it made its multiyear plan available to the public for at least 45 days. In addition, describe how each activity in the multiyear plan was approved after consideration of all meaningful input from the public and submit documentation (e.g., a letter from the applicant's leadership approving submission of the multiyear plan to Treasury or a resolution approving the applicant's multiyear plan).
The Taylor County Board of County Commissioners reviewed and approved the Draft Multiyear Implementation Plan at their regularly scheduled meeting of November 6, 2017. Public Comments were allowed as is common practice at all County Commission Meetings. At that point Taylor County began the solicitation process for public input and comments on the Draft Multiyear Implementation Plan.
The document was made available to the public for review and comment from November 8, 2017 until December 22, 2017 (a 45 day period).
The Taylor County Board of County Commissioners published NOTICE that the Draft MYIP was available for the Public's review and comment during the 45 day period at the following locations:
-Taylor County Administrative Complex located at 201 East Green Street, Perry, Florida 32347, from Monday to Friday during normal business hours.
-Taylor County Grants Department located at the Perry Foley Airport, 401 Industrial Park Drive, Perry, Florida 32348.
-Taylor County Website @ taylorcountygov.com
There were two comments received during the 45 day public comment period. The two comments were submitted via e-mail and were addressed via e-mail. The final MYP was approved, by resolution, by the Taylor County Board of County Commissioners on January 2, 2018.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

3. How each activity included in the applicant's multiyear plan narrative meets all the requirements under the RESTORE Act, including a description of how each activity is eligible for funding based on the geographic location of each activity and how each activity qualifies for at least one of the eligible activities under the RESTORE Act.

Please see attached document for a full description of how each activity meets all the requirements under RESTORE Act, including a description of how each activity is eligible for funding based on geographical location and qualifies for at least one eligible activity.

4. Criteria the applicant will use to measure the success of the activities included in the multiyear plan narrative in helping to restore and protect the Gulf Coast Region impacted by the Deepwater Horizon oil spill.

Please see attached document for a description of activity success measurement methods used by Taylor County.

5. How the activities included in the multiyear plan narrative were prioritized and list the criteria used to establish the priorities.

Our canal system is a vital and critical element of the commercial and natural resources of Taylor County. For example, 95% of our tourism is based on direct access to the Gulf of Mexico. 100% of our commercial fishing industry requires easy and fast access to the Gulf. Recreational fishing is a major source of our citizen's outdoor recreational interests and represents a \$15 million annual impact on our economy.

Our local commercial fisherman focus on shrimp, crabs, fish, and scallops. Their daily fresh catches are sold locally and regionally. The local commercial sport fishing industry of Charter Boats is very active and dependent on the canal system. Recreational boats can sometime include between 300 and 400 boats attempting to access the Gulf via the canals at each boating facility location during the height of the summer season.

The canal system properly dredged, clean and accessible to our citizens, tourists, and our local economy is vitally important to Taylor County. Selecting a series of canal dredging projects for Taylor County was immediately our first priority for the utilization of RESTORE Act, Direct Component funding. Please see the attached document for the specific ranking in order of priority of the five (5) canals based on historical data of need and utilization.

6. If applicable, describe the amount and current status of funding from other sources (e.g., other RESTORE Act contribution, other third party contribution) and provide a description of the specific portion of the project to be funded by the RESTORE Act Direct Component.

Please see attached document for a description of the amount and current status of funding from other sources for each activity.

RESTORE Act Direct Component Multiyear Plan Narrative

Department of Treasury

NARRATIVE DESCRIPTION (Questions 1, 3, 4 & 5 Continued):

1. A description of each activity, including the need, purpose, objectives(s), milestones and location. Include map showing the location of each activity

Project 1: Keaton Beach Canal Dredging.

Need: Taylor County's coastal communities, particularly in the coastal community of Keaton Beach have experienced numerous problems with the canal systems due to inaccessibility of the canals and associated channels during low tides. The need for dredging due to large limestone formations in the main canal at Keaton Beach has created boating traffic constrictions with frequent "bottle necking" in the main canal, restricted hours of operation for commercial fishing businesses, and boater safety issues. The side and finger canals can only be accessed by larger boats during high tides due to the accumulation of sediment. Boat traffic in general is increasing due to population growth, growth in the commercial fishing industry, increased tourism, new residential developments, and increased pressure from public and private boat ramps and docks.

Purpose: Improve overall conditions of the Keaton Beach canal system for water flow, water quality, and public accessibility for the commercial fishing trade, recreational fishing and boating, and tourism development.

Objectives: To dredge the Keaton Beach canal system (see aerial photo) to -4 feet MLW. More specific technical information and details can be found in the *Jones-Edmunds, Canal Dredging in Taylor County, Preliminary Engineering Report, dated September 2016*.

Milestones: 1. Prepare scope of services. 2. Complete project design and secure required permits. 3. Prepare bid package meeting U.S. Treasury specifications and solicit bids. 4. Select contractor and award Contract Agreement. 5. Perform canal dredging. 6. File periodic project status reports to Grantor. 7. Complete project closeout and file report with Treasury.

Location: On the Gulf of Mexico coastline of Taylor County. Please see map for Project 1.

Project 2: Steinhatchee Boat Ramp Basin and Channel Canal Dredging.

Need: The Steinhatchee Boat Ramp basin and the short channel from the basin to the Steinhatchee River which provides direct access to the Gulf of Mexico is in need of dredging due to the accumulation of sediment. The need for dredging is not only impacting the flow of boating traffic and accessibility to the coastal waterways, it is impacting the adjacent restored natural shoreline and associated coastal habitat in the turning basin. The accumulation of sediment greatly impedes the flow of the heavy boating traffic at this facility creating safety issues and hazardous conditions. Access to the Gulf of Mexico via the Steinhatchee Boat Ramp is critical to the commercial fishing trade in the area and is key to the welfare of the local economy. Boat traffic in general is increasing due to population growth, growth in the commercial fishing industry, increased tourism, new residential development, and increased pressure from public and private boat ramps and docks.

Purpose: Improve overall conditions of the Steinhatchee Boat Ramp basin and associated channel for water flow, water quality, and public accessibility for commercial fishing trade, recreational fishing and boating, and tourism development.

Objectives: To dredge the Steinhatchee Boat Ramp basin and channel (see aerial photo) to -5 feet MLW. More specific technical information and details can be found in the *Jones-Edmunds, Canal Dredging in Taylor County, Preliminary Engineering Report, dated September 2016*.

Milestones: 1. Prepare scope of services. 2. Complete project design and secure required permits. 3. Prepare bid package meeting U.S. Treasury specifications and solicit bids. 4. Select contractor and award Contract Agreement. 5. Perform canal dredging. 6. File periodic project status reports to Grantor. 7. Complete project closeout and file report with Treasury.

Location: The mouth of the Steinhatchee River and the Gulf of Mexico coastline of Taylor County. Please see map for Project 2.

Project 3: Dark Island Canal Dredging.

Need: The Dark Island canal system is in need of dredging due to the accumulation of sediment and limestone formations. The canals are frequently inaccessible on low tides restricting boating access to the Gulf of Mexico. Dark Island Boat Ramp is largely used for recreational fishing and boating. Dark Island boat traffic has increased due to population growth in our coastal communities, growth in the recreational fishing industry, residential development, and increased pressure from public and private boat ramps and docks.

Purpose: Improve overall conditions of the Dark Island canal system for water flow, water quality, and public accessibility for recreational fishing and boating, tourism development, and the residential communities in the area.

Objectives: To dredge the Dark Island canals (see aerial photo) to -4 feet MLW. More specific technical information and details can be found in the *Jones-Edmunds, Canal Dredging in Taylor County, Preliminary Engineering Report, dated September 2016*.

Milestones: 1. Prepare scope of services. 2. Complete project design and secure required permits. 3. Prepare bid package meeting U.S. Treasury specifications and solicit bids. 4. Select contractor and award Contract Agreement. 5. Perform canal dredging. 6. File periodic project status reports to Grantor. 7. Complete project closeout and file report with Treasury.

Location: On the Gulf of Mexico coastline of Taylor County. Please see map for Project 3.

Project 4: Cedar Island Canal Dredging.

Need: Cedar Island canal system has experienced numerous problems due to the need for dredging resulting from the accumulation of sediment in the canals. The canals are frequently inaccessible during low tides restricting the flow of boater traffic creating serious boater safety issues. Boating traffic is increasing due to population growth in our coastal communities, residential development, the increase of recreational fishing and boating in the region, tourism development, and increased pressure from public and private boat ramps and docks.

Purpose: Improve overall conditions of the Cedar Island canal system for water flow, water quality, and public accessibility for the recreational fishing and boating, tourism development, and use by the residential communities.

Objectives: To dredge the Cedar Island canals (see aerial photo) to -4 feet MLW. More specific technical information and details can be found in the *Jones-Edmunds, Canal Dredging in Taylor County, Preliminary Engineering Report, dated September 2016*.

Milestones: 1. Prepare scope of services. 2. Complete project design and secure required permits. 3. Prepare bid package meeting U.S. Treasury specifications and solicit bids. 4. Select contractor and award Contract Agreement. 5. Perform canal dredging. 6. File periodic reports to Grantor. 7. Complete project closeout and file report with Treasury.

Location: On the Gulf of Mexico coastline of Taylor County. Please see map for Project 4.

Project 5: Dekle Beach Canal Dredging.

Need: The Dekle Beach main canal and respective finger canals have experienced numerous problems with accessibility to the Gulf of Mexico due to the serious need for dredging resulting from the accumulation of sediment. The canals are frequently inaccessible during low tides restricting boater traffic and the flow thereof. This has created safety issues and hazardous boater conditions. Boat traffic has increased at Dekle Beach due to the increase of recreational fishing and boating in the region, tourism development, residential growth, and increased pressure from public and private boat ramps and docks.

Purpose: Improve overall conditions of the Dekle Beach canal system for water flow, water quality, and public accessibility for recreational fishing and boating, tourism development, and use by the residential communities in the area.

Objectives: To dredge the Dekle Beach canals (see aerial photo) to -4 feet MLW. More specific technical information and details can be found in the *Jones-Edmunds, Canal Dredging in Taylor County, Preliminary Engineering Report, dated September 2016*.

Milestones: 1. Prepare scope of services. 2. Complete project design and secure required permits. 3. Prepare bid package meeting U.S. Treasury specifications and solicit bids. 4. Select contractor and award Contract Agreement. 5. Perform canal dredging. 6. File periodic project status reports to Grantor. 7. Complete project closeout and file report with Treasury.

Location: On the Gulf of Mexico coastline of Taylor County. Please see map for Project 5.

3. How each activity included in the applicant's multiyear plan narrative meets all the requirements under the RESTORE Act, including a description of how each activity is eligible for funding based on the geographic location of each activity and how each activity qualifies for at least one of the eligible activities under the RESTORE Act.

Project 1: Keaton Beach Canal Dredging.

Primary Eligible Activity: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

The deepening, cleansing, and enhancement of the Keaton Beach canal system will improve water flow, enhance water quality, and greatly develop access to the coastal areas of Taylor County for boating opportunities which support commercial fisherman, commercial charter fishing boats, residential boating, and tourism

development activities. The project impacts both environmental enhancement and economic development. 95% of the County's tourism economy is dependent on access to the Gulf of Mexico. The majority of the County's 51 mile coastline is part of the National Aquatic Seagrass Preserve and the enhancement of water quality and improved water flow will have a direct, positive impact on the Aquatic Preserve and associated habitat.

Geographic Requirement: The canal system to be dredged and thereby enhanced flows directly into the Gulf of Mexico on the coastal border of Taylor County.

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

Primary Eligible Activity: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

The deepening, cleansing, and enhancement of the basin and channel will improve water flow, enhance water quality, provide protective measures to restored natural shorelines and associated habitat, and greatly enhance and improve access to the coastal waters for boating opportunities which support commercial fisherman, commercial charter fishing boats, residential boating, and tourism and economic development opportunities. The majority of the County's 51 mile coastline is part of the National Aquatic Seagrass Preserve and the enhancement of water quality and improved water flow will have a direct, positive impact on the Aquatic Preserve. The project impacts both environmental enhancement and economic development. 95% of the County's tourism economy is dependent on access to the Gulf of Mexico.

Geographic Requirement: The basin and channels to be dredged and thereby enhanced, flows directly into the Steinhatchee River and the Gulf of Mexico on the coastal border of Taylor County.

Project 3: Dark Island Canal Dredging.

Primary Eligible Activity: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

The deepening, cleansing, and enhancement of the canal system will improve water flow, enhance water quality, and greatly develop access to the coastal waters of Taylor County for boating opportunities which support recreational fishing and boating activities, tourism development, and boating for the residential community. The Dark Island canal dredging project impacts both environmental enhancement and economic and tourism development. This area of the County's coastline is part of the National Aquatic Seagrass Preserve and the enhancement of water quality and water flow will have a direct, positive impact on the Aquatic Preserve.

Geographic Requirement: The Dark Island canals to be dredged and thereby enhanced flows directly into the Gulf of Mexico on the coastal border of Taylor County.

Project 4: Cedar Island Canal Dredging.

Primary Eligible Activity: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

The deepening, cleansing, and enhancement of the canal system will improve water flow, enhance water quality, and greatly develop access to the coastal waters adjacent to Taylor County for boating opportunities which support residential boating and tourism activities. The project impacts both environmental enhancement and economic development. The coastal waters adjacent to Cedar Island are included in the National Aquatic Seagrass Preserve and the enhancement of water quality and improved water flow will have a direct, positive impact on the Aquatic Preserve.

Geographic Requirement: The canals associated with Cedar Island to be dredged and thereby enhanced, flows directly into the Gulf of Mexico on the coastal border of Taylor County.

Project 5: Dekle Beach Canal Dredging.

Primary Eligible Activity: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

The deepening, cleansing, and enhancement of the Dekle Beach canal system will improve water flow, enhance water quality, and greatly develop access to the coastal waterways adjacent to Taylor County for boating opportunities which support residential boating and fishing and tourism development. It impacts both environmental enhancement and economic development.

Geographic Requirement: The Dekle Beach canals to be dredged and thereby enhanced, flows directly into the Gulf of Mexico on the coastal border of Taylor County.

4. Criteria the applicant will use to measure the success of the activities included in the multiyear plan narrative in helping to restore and protect the Gulf Coast Region impacted by the Deepwater Horizon oil spill.

Project 1: Keaton Beach Canal Dredging.

Project success will be measured by:

- Was 31,700 cubic yards of total dredge volume removed?
- Was the Canal depth, MLW at -4.0?
- Was disposal material deposited at permitted Spoil Sites within the County?
- Was increased utilization of the canals by the boating community realized, year over year prior and after dredging completed?

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

Project success will be measured by:

- Was 6,300 cubic yards of total dredge volume removed?
- Was the Canal depth, MLW at -5.0?
- Was disposal material deposited at permitted Spoil Sites within the County?
- Was increased utilization of the basin and channel by the boating community realized, year over year prior and after dredging completed?

Project 3: Dark Island Canal Dredging.

Project success will be measured by:

- Was 22,100 cubic yards of total dredge volume removed?
- Was the Canal depth, MLW at -4.0?
- Was disposal material deposited at permitted Spoil Sites within the County?
- Was increased utilization of the canals by the boating community realized, year over year prior and after dredging completed?

Project 4: Cedar Island Canal Dredging.

Project success will be measured by:

- Was 53,100 cubic yards of total dredge volume removed?
- Was the Canal depth, MLW at -4.0?
- Was disposal material deposited at permitted Spoil Sites within the County?
- Was increased utilization of the canals by the boating community realized, year over year prior and after dredging completed?

Project 5: Dekle Beach Canal Dredging.

Project success will be measured by:

- Was 5,600 cubic yards of total dredge volume removed?
- Was the Canal depth, MLW at -4.0?
- Was disposal material deposited at permitted Spoil Sites within the County?
- Was increased utilization of the canals by the boating community realized, year over year prior and after dredging completed?

5. How the activities included in the multiyear plan narrative were prioritized and list the criteria used to establish the priorities.

The specific ranking in order of priority of the five (5) dredging projects which are being proposed are based on historical data of need and utilization by all parts of the economy and citizens.

#1 Priority: Keaton Beach Canal Dredging is the #1 need of the County due to heavy use by commercial fishermen, recreational fishing and boating, and the promotion of tourism and economic development.

#2 Priority: Steinhatchee Boat Ramp Basin and Channel Dredging is the #2 need of the County due to heavy use by commercial fisherman, the charter boat industry, tourism related to recreational fishing and boating, and use by the residents of Steinhatchee and the nearby community of Jena located in Dixie County. The access and usability of the existing boat ramp is not as severely impacted as Keaton Beach, but the basin and channel dredging is still a major priority due to its high usage and critical importance to local businesses, commercial fishing, tourism and economic development, and use by residents of the coastal community.

#3 Priority: Dark Island Canal Dredging is the #3 need of the County due to heavy use for recreational fishing and boating by the many visitors to the area, and local residents. These impacts are a lesser degree than Steinhatchee.

#4 Priority and #5 Priority: Cedar Island Canal Dredging and Dekle Beach Canal Dredging both serve primarily residential neighborhoods and have a lesser impact on the local economy. Therefore, they were listed as the last two (2) priorities.

6. If applicable, describe the amount and current status of funding from other sources (e.g., other RESTORE Act contribution, other third-party contribution) and provide a description of the specific portion of the project to be funded by the RESTORE Act Direct Component.

Project 1: Keaton Beach Canal Dredging

Taylor County Board of County Commissioners has voted to contribute \$11,145.00 in the FY 2018 Budget as a match to the overall costs of the project of \$1,061,550.00. This Third-Party contribution represents about 1% of the total project costs and it is therefore impossible to describe a "specific portion" of the project it will fund.

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

Taylor County Board of County Commissioners has expressed a willingness to contribute \$98,348.00 in their FY 2019 Budget as match to the total costs of the project of \$331,100.00. This Third-Party contribution represents approximately 29.7% of the total costs. The Taylor County contribution will be dedicated to the cost of Design, Engineering, Permitting, & Survey; grant writing; and grant implementation. The RESTORE Act funds will be allocated to the actual dredging costs.

Project 3: Dark Island Canal Dredging.

Taylor County Board of County Commissioners has expressed a willingness to contribute \$12,790.26 in their FY 2023 Budget as match to the total costs of the project of \$943,800.00. This Third-Party contribution represents approximately 1.35% of the total costs. The Taylor County contribution will be dedicated to the cost of a portion of the grant writing and grant implementation expense. The RESTORE Act funds will be allocated to the actual dredging costs; Design, Engineering, Permitting, & Survey; a portion of grant writing; and a portion of grant implementation.

Project 4: Cedar Island Canal Dredging.

Taylor County Board of County Commissioners has expressed a willingness to contribute \$552,481.00 in their FY 2031 Budget as match to the total costs of the project of \$2,041,500.00. This Third-Party contribution represents approximately 27% of the total costs. The Taylor County contribution will be dedicated to the cost of Design, Engineering, Permitting, & Survey; grant writing and grant implementation and a small portion of the Dredging costs. The RESTORE Act funds will be allocated to the actual dredging costs.

Project 5: Dekle Beach Canal Dredging.

Not applicable since all costs will be borne by The RESTORE Act funds.

[illegible]

Taylor County RESTORE Act Direct Component
(Pot 1) Multi-Project Location Map

98

19

27A

51

Steinhatchee

Project #2 - Steinhatchee Boat Ramp Basin

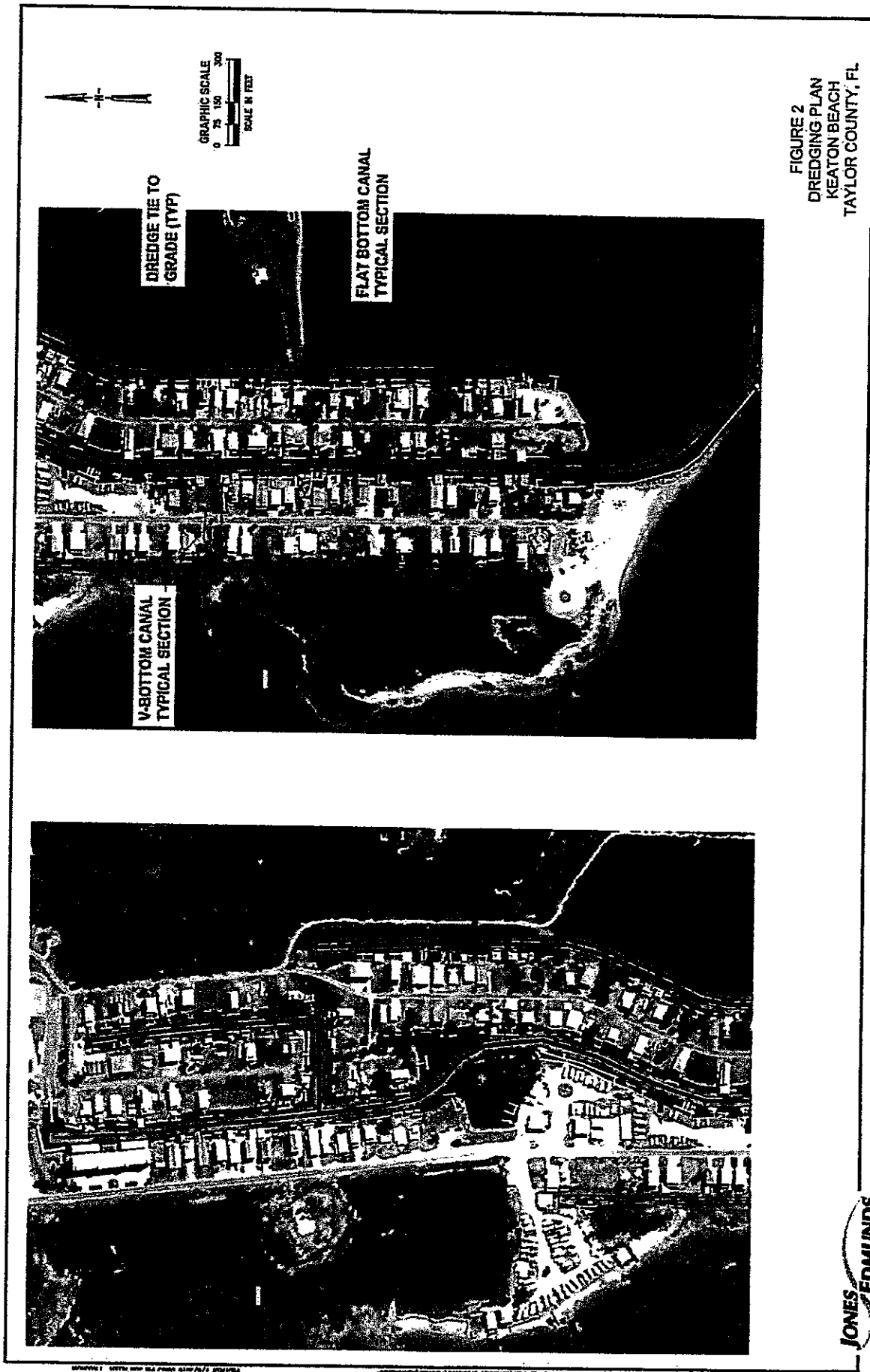
Project #5 - Dekle Beach

Project #1 - Keaton Beach

Project #4 - Cedar Island

Project #3 - Dark Island

Project #1 - Keaton Beach



Project #2 - Steinhatchee Boat Ramp

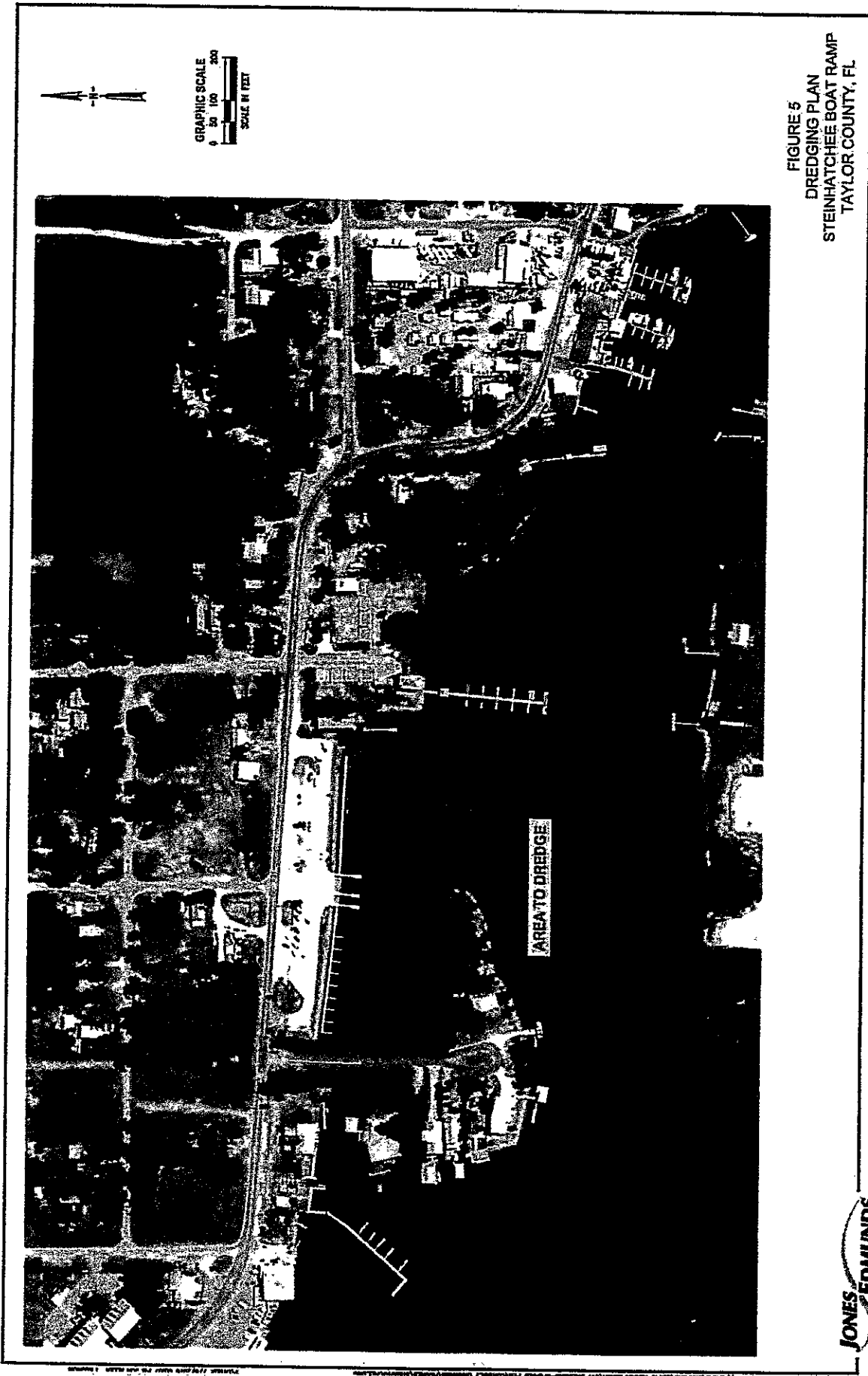


FIGURE 5
DREDGING PLAN
STEINHATCHEE BOAT RAMP
TAYLOR COUNTY, FL

Project #3 - Dark Island

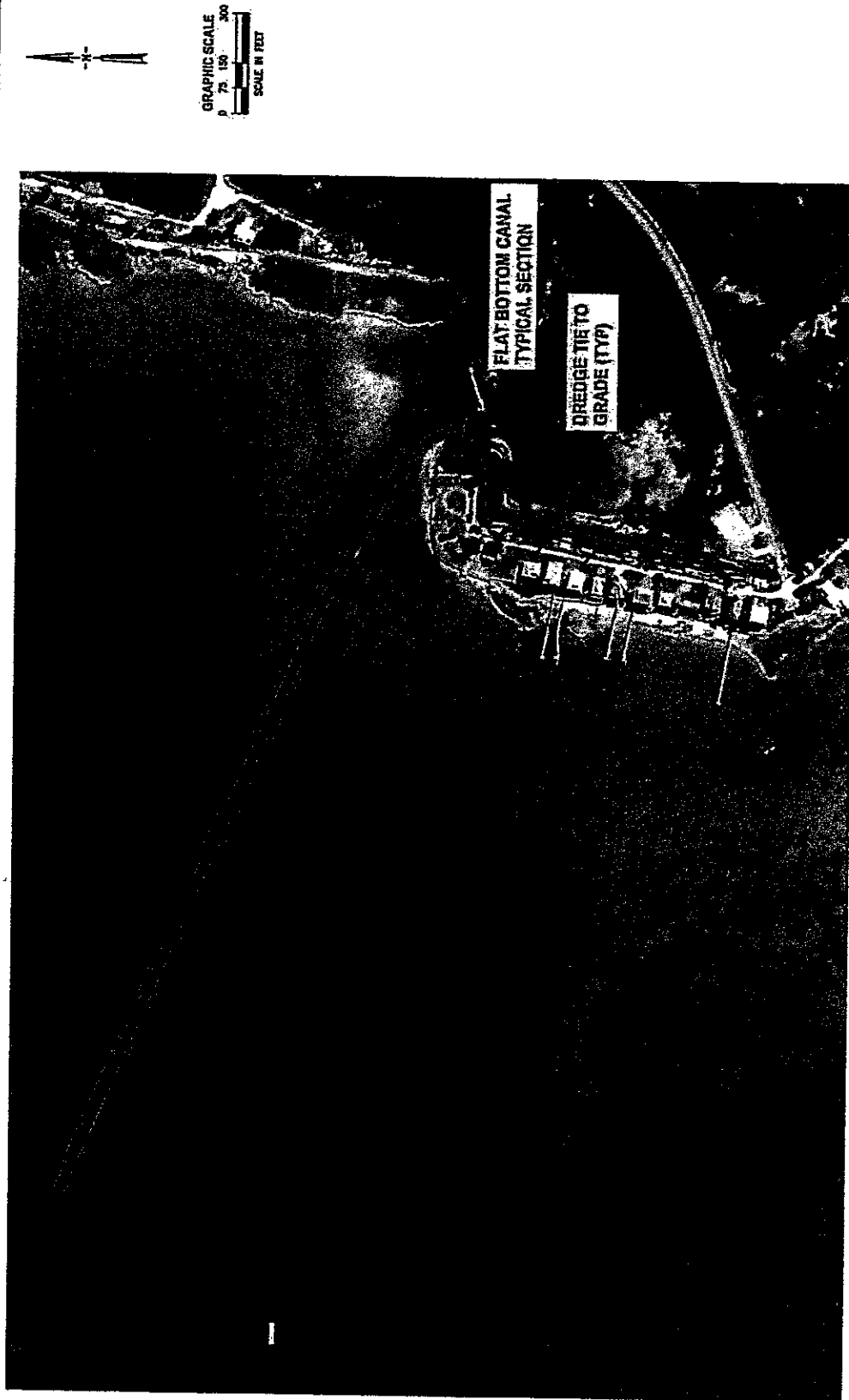
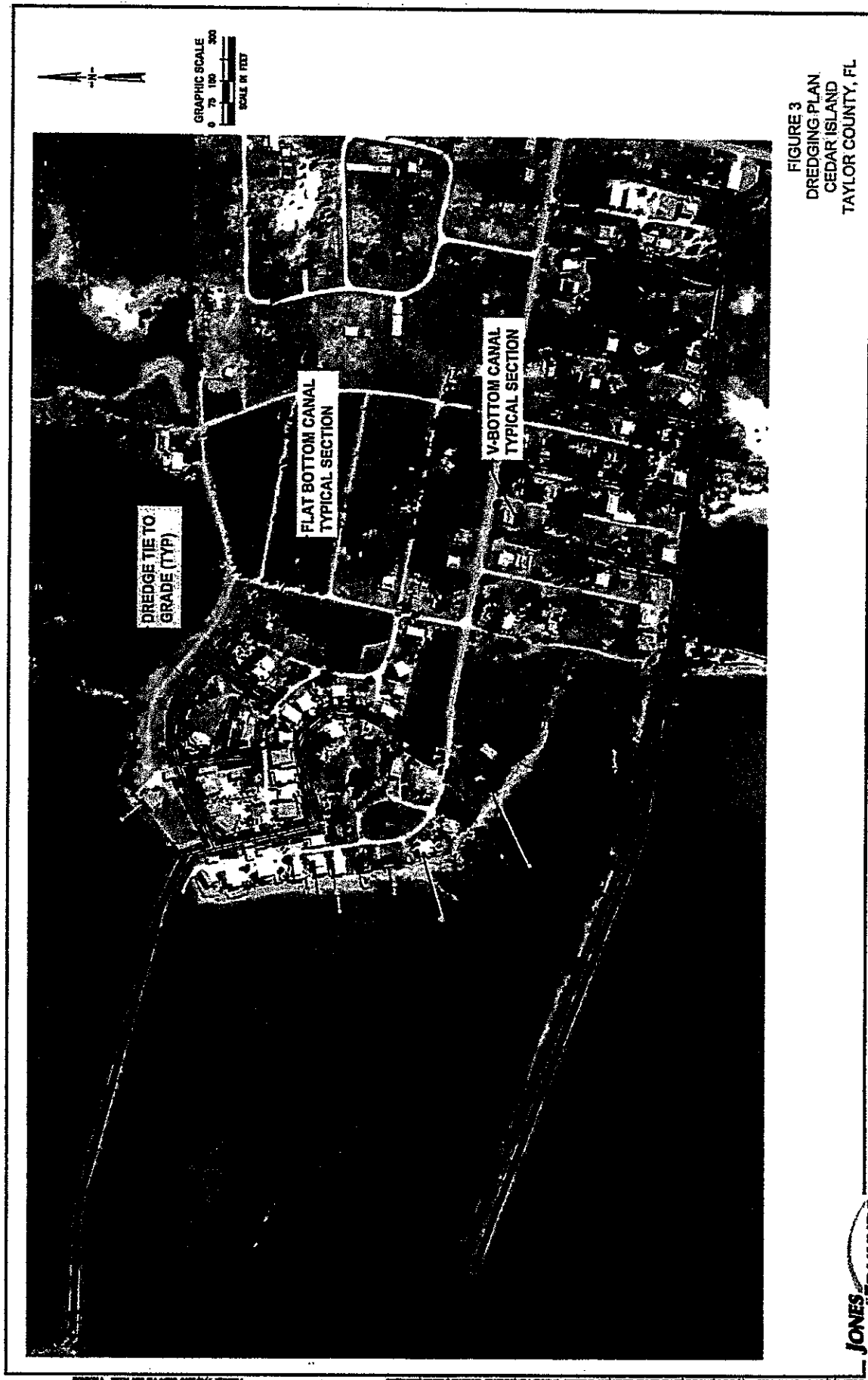


FIGURE 4
DREDGING PLAN
DARK ISLAND
TAYLOR COUNTY, FL

JONES EDMUNDS



Project #5 - Dekle Beach

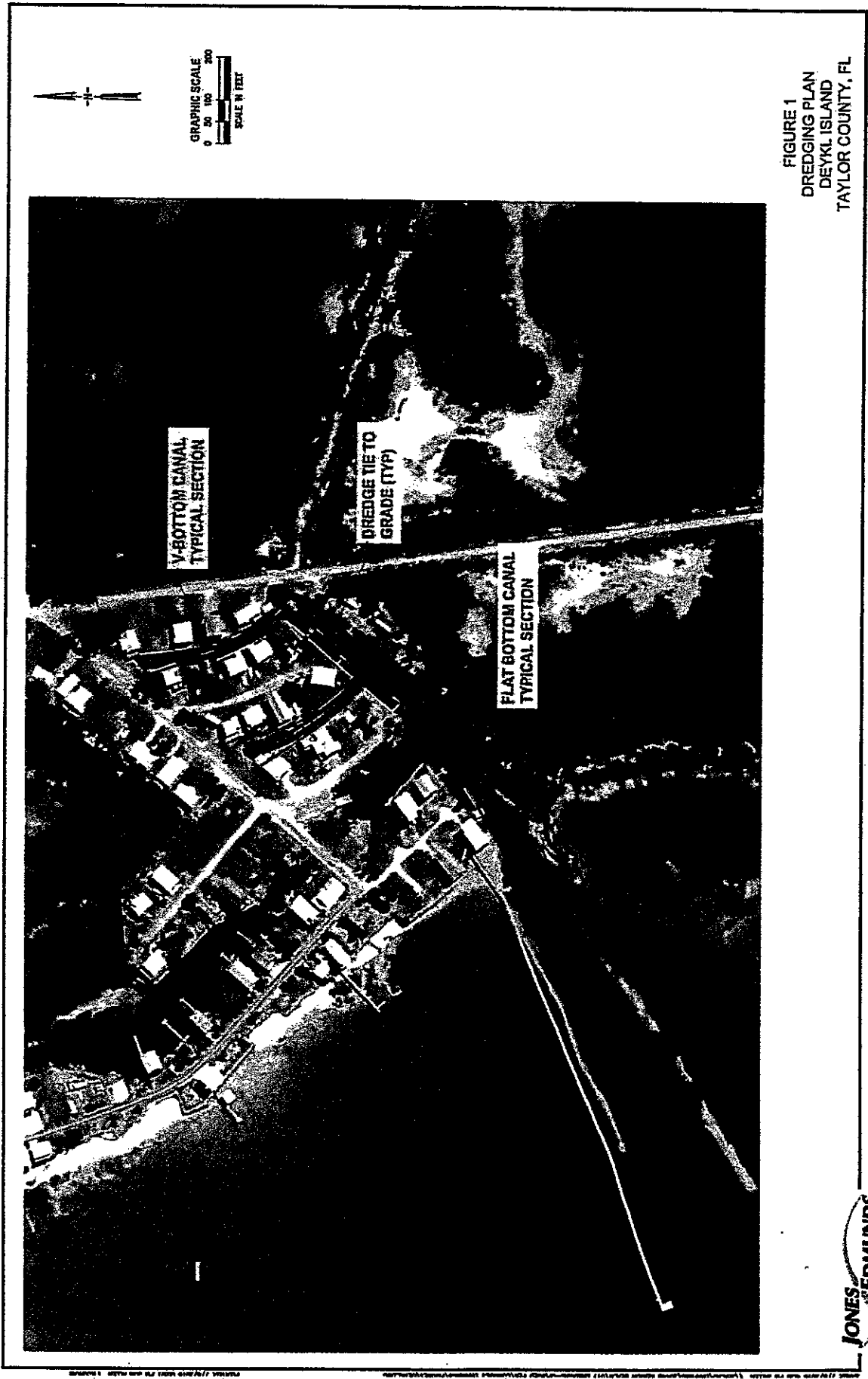


FIGURE 1
DREDGING PLAN
DEYKL ISLAND
TAYLOR COUNTY, FL

JONES
EDMUNDS

**Taylor County MYP
February 2018**

**Affidavit of Publication
Public Comment Period
Advertisement**

BOARD OF COUNTY COMMISSIONERS

VENDOR NO.

000124

CHECK NO.

57356

Account	Account	Purchase Order	Invoice Number	Amount	Description
1224	55401	20180423	017712	597.50	HURRICANE AD 9/1/17
0215	54902		019729	49.27	NOTICE 11/22
0114	54902		019785	98.52	RESTORE ACT 11/10&15
0215	54902		019789 11/10	107.48	CACUCCI - 11/10/17
0226	55401		019847	35.00	1YEAR SUBSCRIPTION
0350	54902		5437	140.00	11/1/17 VETS DAY
0106	54902		5437.	295.35	VAB - 11/1/17
0350	54902		5438	140.00	11/03/17 VETS DAY
0350	54902		5439.	410.00	11/8/17 VETS DAY
0111	54902		5440	11.90	CLASSIFIED 11/10/17
0350	54902		5440.	230.00	11/10/17 VET'S DAY
0111	54902		5442	9.90	CLASSIFIED AD 11/15/1
0350	54902		5442.	230.00	11/15 THANKYOU VET'S
0111	54902		5443	9.90	CLASSIFIED 11/17/17
0350	54902		5443.	90.00	11/17/17 THANKYOU VET
0121	54902		5444	9.90	CLASSIFIED 11/22/17
0111	54902		5445	9.90	CLASSIFIED 11/24/17
0111	54902		5446	9.90	CLASSIFIED 11/29/17
0401	54902		5446.	211.10	11/29 BIG BEND TRANSIT

000124

PERRY NEWSPAPERS, INCORPORATED

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 620
PERRY, FL 32348
GENERAL FUND

CHECK DATE

12/12/17

CHECK NO.

57356

CITIZENS STATE BANK
PERRY, FL 32348

G-65061

AMOUNT

\$*****2,695.62*

PAY THE SUM OF *****2695* DOLLARS AND *62* CENTS

VOID AFTER 180 DAYS
GENERAL FUND

TO THE
ORDER
OF

PERRY NEWSPAPERS, INCORPORATED
P.O. BOX 888
PERRY FL 32348

Q ** NON-NEGOTIABLE **
CHAIR
Q ** NON-NEGOTIABLE **
CLERK

** NON-NEGOTIABLE **



TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO BOX 620
PERRY, FL 32348

PERRY NEWSPAPERS, INCORPORATED
P.O. BOX 888
PERRY FL 32348



Perry Newspapers

Incorporated d/b/a

No 019785

TACO TIMES

P.O. Box 888, Perry, FL 32348
(850) 584-5513

Perry NEWS-HERALD

RECEIVED

ADVERTISING INVOICE

YOUR ORDER NO. 17017

DATE APR 12 2017

FOR CLERK OF COURT
TAYLOR COUNTY, FLORIDA

RECEIVED

NOV 27 2017

T.C.B. of C.C.

P.O. Box 620

Perry FL 32348

Dates Of Insertion						Total Rate	Amount
11/10	11/15						
45 Day Public Comment period for Taylor County Restate Act myP							
to be paid Melody Co							
11-30-2017							
0114-54900						Affidavit	4.50
Legal Advertising	Date	Inches	No. Insertions				
		5 1/4	2				94.02
5 1/4 x 2 x 1.56 x 5.74						TOTAL	98.52

"If you are a governmental entity placing an advertisement that requires multiple notices and the notice is not prepaid by a private party or allowed to be recouped from a private party, you qualify for a 15% discount for the second and successive notice pursuant to section 50.061 of the Florida Statutes. If applicable, please deduct this discount from the amount billed for the second and successive notices and remit the net amount."

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

**Notice of 45-Day Public Comment Period for
Taylor County RESTORE Act MYP**

was published in said newspaper in the issues of:

November 10, 2017
November 15, 2017

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week, has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

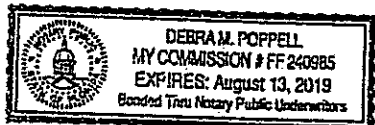
Aaron Portwood
Aaron Portwood, Publisher

Sworn to and subscribed
before me this

11/15/17

Debra M. Poppe
Notary Public

County of Taylor
State of Florida
Personally Known
Personally Appeared
before me



**Notice of 45-Day Public Comment
Period**

For Taylor County RESTORE Act
Multi-Year Implementation Plan
(MYP)

This is a notice that Gulf County has created its draft Multi-Year Implementation Plan (MYP) and will be submitting the MYP to the U.S. Department of Treasury in accordance with the RESTORE Act regulations, terms and conditions. The MYP will be made available to the public on November 8, 2017 for a period of 45 days. A hard copy of the MYP will be available at the Taylor County Administrative Complex located at 201 East Green Street, Perry, Florida 32347 from Monday to Friday during normal business hours, and at the Taylor County Grants

Department located at Perry, Florida 32347 from Monday to Friday during normal business hours. The MYP will be available at the Taylor County Administrative Complex located at 201 East Green Street, Perry, Florida 32347 from Monday to Friday during normal business hours, and at the Taylor County Grants Department located at Perry, Florida 32347 from Monday to Friday during normal business hours.

2017 in honor of Veterans Day and November 23 and 24, 2017, the celebration of the Thanksgiving holidays. An electronic copy will be available on www.taylorcountygov.com. The public comment period will close on November 22, 2017.

For more information, visit www.taylorcountygov.com or call (850) 838-3553. 11/10, 11/15

RECEIVED

DEC 01 2017

ANNE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY FLORIDA

RECEIVED

DEC 17 2017

PAID

**Taylor County MYP
February 2018**

Public Comments Received and County Responses

From: Jami Boothby grants.assist@taylorcountygov.com
Subject: MYIP
Date: December 6, 2017 at 9:58 AM
To: Melody Cox melody.cox@taylorcountygov.com

JB

6. If applicable, describe the amount and current status of funding from other sources (e.g., other RESTORE Act contribution, other third party contribution) and provide a description of the specific portion of the project to be funded by the RESTORE Act Direct Component.

Project 1: Keaton Beach Canal Dredging

Taylor County Board of County Commissioners has voted to contribute \$11,145.00 in the FY 2018 Budget as a match to the overall costs of the project of \$1,061,550.00. This Third Party contribution represents about 1% of the total project costs and it is therefore impossible to describe a "specific portion" of the project it will fund.

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

7 99,348

Taylor County Board of County Commissioners has expressed a willingness to contribute \$98,347.59 in their FY 2019 Budget as match to the total costs of the project of \$331,100.00. This Third Party contribution represents approximately 30% of the total costs. The Taylor County contribution will be dedicated to the cost of Design, Engineering, Permitting, & Survey; grant writing; and grant implementation. The RESTORE Act funds will be allocated to the actual dredging costs. 29,7%

Project 3: Dark Island Canal Dredging.

1.35 12,790.26
Taylor County Board of County Commissioners has expressed a willingness to contribute \$12,790.26 in their FY 2023 Budget as match to the total costs of the project of \$943,800.00. This Third Party contribution represents approximately 14% of the total costs. The Taylor County contribution will be dedicated to the cost of a portion of the grant writing and grant implementation expense. The RESTORE Act funds will be allocated to the actual dredging costs; Design, Engineering, Permitting, & Survey; a portion of grant writing; and a portion of grant implementation.

Project 4: Cedar Island Canal Dredging.

27 552,481.00
Taylor County Board of County Commissioners has expressed a willingness to contribute \$552,481.00 in their FY 2031 Budget as match to the total costs of the project of \$1,469,019.00. This Third Party contribution represents approximately 33% of the total costs. The Taylor County contribution will be dedicated to the cost of Design, Engineering, Permitting, & Survey; grant writing and grant implementation and a small portion of the Dredging costs. The RESTORE Act funds will be allocated to the actual dredging costs.

2,041,500

From: Melody Cox melody.cox@taylorcountygov.com

Subject: MYIP Errors

Date: December 6, 2017 at 10:07 AM

To: publisher@perrynewspapers.com

Cc: Heather Pullen hpullen@langtonconsulting.com, Mike Langton mlangton@langtonconsulting.com, Jami Boothby grants.assist@taylorcountygov.com

MC

Aaron,

Good morning! I took home the MYIP last night as promised and you are correct in the discrepancies you pointed out. I have attached the page with the errors and we will make the corrections on this page of the MYIP. I will also make sure to point out this correction T THE January 2 meeting where the BOCC will review and approve the draft and receive public comments.

I apologize for the discrepancies and I am honestly glad you found them before we sent to the Department of Treasury. I also commend you for wanting to make sure the paper is publishing the correct information and that you took the time to make sure you were providing the public the correct information.

Thank you Aaron! Please let me know if you have any additional questions or concerns on the MYIP. Happy Holidays!

Melody



Mail Attachment.eml

From: **Melody Cox** melody.cox@taylorcountygov.com
Subject: RE: Public Comment (POT 1)
Date: December 11, 2017 at 12:02 PM
To: Ken H papadoc22645@yahoo.com
Cc: The Bishop Law Firm P.A. lawbishop@gtcom.net, Heather Pullen hpullen@langtonconsulting.com

MC

Dr. Hutchins,

I don't think the BOCC intended to finance the dredging, it is my understanding that was just general conversation. We are also trying to get a budget appropriation from the legislature to assist with the dredging funding to be able to move along a couple of the dredging projects quicker.

I know there are issues with existing docks and boat sheds with the dredging and this has been discussed at several meetings. I am relying on Mr. Conrad to guide the Board on what is legally right when we have the funding for the dredging.

I will be sure to include your comments as part of the public comment record. I really value your input and we really want to make sure we are turning in a good solid plan to the Dept. of Treasury and making good decisions on the use of the funds. The funding the County will be receiving is providing us the opportunity to use the funds for improvements we need but due to fiscal constraints have not been able to do.

Again, thank you for your input!

All the best,
Melody

From: Ken H [mailto:papadoc22645@yahoo.com]
Sent: Sunday, December 10, 2017 7:26 PM
To: Melody Cox <melody.cox@taylorcountygov.com>
Cc: The Bishop Law Firm P.A. <lawbishop@gtcom.net>
Subject: Public Comment (POT 1)

Melody,

The following are two areas of concern that I have concerning the Direct Component projects that I feel Conrad Bishop may want to address before moving forward on canal dredging and overall financing should the county elect to borrow money from a bank as suggested by the county administrator on May 18, 2017.

I further want to congratulate you on a job well done in putting together the Direct Component MYIP as it shows a high degree of expertise by a county employee.

FINANCING: The County Administrator on May 18, 2017 suggested that the county might consider a bank loan to finance the proposed projects and then use the BP funds to repay the loan. I direct your attention to the first attachment provided below concerning financing cost reimbursements. This may require an opinion from Conrad prior to moving forward on just how to approach future actions by the commission. Needless to say, loan financing costs could be quite considerable on a 4 plus million loan depending on the loan term and interest rate. The county should want to make sure that said costs are recoverable and in as such consider just how to address the issue prior to moving forward. I direct your attention to paragraphs #29 and #30, especially #30, of the Treasury guidelines set forth in the attachment.

CANAL DREDGING: If this specific issue has not been addressed then it should. Please review County Ordinance 42-436 which is attached hereto. Aerial views of the proposed canal projects show multiple inconsistencies with this ordinance as such relates to permanent boat docks and/or covered boat sheds extending into the canals. Conrad has recommended a hold harmless agreement with property owners relative to seawall collapse but the above mentioned docks and covered boat sheds present an entirely different problem as they involve permanent pilings embedded in the canals. Just how to address this foreseeable problem is a question that may need to be addressed as it is obvious that the structures will impede not only canal dredging but most likely will sustain possible damage or collapse during the dredging process. This will require a legal opinion from Conrad whereas the property owners can be advised well in advance of the inconsistency to said county ordinance. (See a sampling of said inconsistencies in attachment #3 as there appears to more than just these three)

Regards - Dr. Ken Hutchins

**Taylor County MYP
February 2018**

**Letter from Taylor County
BOCC Re: Final Approval of
MYP and Acceptance of Public
Comments**

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

TED LAKEY, County Administrator
201 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) 584-8113 Phone
(850) 584-2433 Fax

February 6, 2018

Marsha Humphries
Office of Gulf Coast Restoration
U.S. Department of Treasury
1500 Pennsylvania Avenue, N.W.
Washington, D.C. 20220

Dear Ms. Humphries:

On November 6, 2017, the Taylor County Board of County Commissioners approved the Multiyear Plan (MYP) to undergo the required forty-five (45) day public comment period between November 8, 2017 and December 22, 2017. The advertisement was placed in the Perry News-Herald and was available on line at the County's website- www.taylorcountygov.com. A hard copy the MYP was available for review at the Taylor County Administrative Complex and the Taylor County Grants Department during the public comment period. We received two (2) written comments, which have been included in the final MYP submission for your review.

The Taylor County Board of County Commissioners accepted the MYP, including each activity in the plan, and voted to approve it after consideration of meaningful input from the public. The Taylor County Board of County Commissioners voted to approve the final MYP on January 2, 2018. Upon receipt of the comments received January 18, 2018 from your initial review, the MYP has been revised and was reviewed and approved at the February 5, 2018 Board meeting for submission to the U. S. Department of Treasury.

We appreciate your consideration in approving this MYP, so that we may move forward and begin to utilize the RESTORE Act Direct Component funds to achieve our project goals and objectives. If you should need any additional information in reference to our MYIP, please do not hesitate to contact Melody Cox, our Grants Director at 850-838-3553 or at melody.cox@taylorcounty.gov. You may also contact Heather Pullen with Langton Consulting at 904-598-1368 or at hpullen@langtonconsulting.com. We look forward to hearing from you!

Respectfully,

A handwritten signature in black ink, appearing to read "Malcolm V. Page".
Pam Feagle
Vice Chairman
Taylor County Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Grant Pre-Application to the Federal Aviation Administration (FAA) requesting funding assistance in the amount of \$4,245,450.60 for the construction of taxiways for the realignment of A, E, and F.

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue: Board to review and approve pre-application requesting funding assistance for the taxiway realignment of taxiways A, E, and F. If the pre-application is approved, the actual application will be submitted in early 2022.

Recommended Action: . Approve pre-application to FAA.

Fiscal Impact: The County is requesting funding assistance in the amount of \$4,245,450.60 from FAA. The County will be requesting assistance in the amount of \$471,716.73 to FDOT Aviation. The project has an estimated total cost of \$4,417,167.34. It is possible FAA will request the County to provide a match of \$10,000 per the agreement the County made with FAA in 2019 when resolving land encroachment issues from the 1970's through 1990's.

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

Submitted By: Melody Cox, Grants

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A pre-application for construction projects is required by FAA. Current airport taxiway geometrics do not meet the current FAA geometrics requirements. Realignment of the taxiways will be required for the County to maintain their airport license. The County currently has a grant with FDOT Aviation which fully funded the pre-engineering and design for the project. It is anticipated after approval of the pre-application, the design and engineering will be finalized by April 2022 and the project will be out for bid in May 2022. If the County is required to provide a match of

\$10,000, the match must come from County general funds not airport funds as per the agreement between the County and FAA in 2019.

Attachments:

Pre-Application to FAA and support documents

Taylor County, Florida
108 N Jefferson St
Perry, Florida 32347

October 8, 2021

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

Dear Mr. Wilson,

Subject: Perry Foley Airport; Perry, Florida
FY 2022 Airport Improvement Program

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2022 AIP pre-application for the following project:

1. Construct Taxiways A, E, and F Realignments

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

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

At this time, we are requesting \$4,245,450.60 based on a construction estimate and as reflected in the airport's CIP in which resembles the information provided to the ADO via the CIP update. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project. An application based on bids is expected to be submitted to the ADO by mid-May or the established deadline issued by your office.

Sincerely,

Ms. LaWanda Pemberton
County Administrator



Federal Aviation Administration (FAA)
Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: Perry Foley Airport
Sponsor: Taylor County, Florida
City, State: Perry, Florida
Date of Pre- Application: October 8, 2021

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

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

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

Sponsor's Designated Official Representative (Type or Print)

Sponsor's Designated Official Representative (Signature)

Date

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

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

Airport : Perry Foley Airport (PFY)
City, ST: Perry, Florida
DUNS / TAX ID No. 065887796 / 59-6000879
SAM Expiration Date:
Project Title: Construct Taxiways A, E and F Realignments

Project Description:

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

Project Justification:

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

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

☒ Yes ☐ No (explain below)

N/A

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> [Enter Other] |

None

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (10%)	Local (0%)
\$4,417,167.34	\$4,245,450.60	\$471,716.73	\$0

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
NP2022	\$300,000	\$300,000	\$ 0

ND2022	\$3,945,450.60	\$3,945,450.60	\$ 0
Total	\$4,245,450.60	\$4,245,450.60	\$ 0

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

Project Cost Estimate Breakdown:

Taxiway A, E, and F Realignments	Cost (100%)	FAA (90%)
Construction	\$4,117,167.34	\$3,975,450.60
Engineering	\$ 300,000.00	\$ 270,000.00
Subtotal Amount	\$4,417,167.34	\$4,245,450.60

Total Estimated Project Cost (100%) \$4,417,167.34
Total FAA Share Cost (90%) \$4,245,450.60

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

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	8/15/2017	
Date of last 5010, Airport Master Record verification for data corrections.	3/11/2020	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	8/15/2017	
Date of Environmental Determination	On Going	
Date of last Airport Pavement Maintenance Program.	6/2/2021	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project #1: Taxiway A, E, and F Realignment

PROPOSED PROJECT SCHEDULE

Proposed Project Schedule:		Dates:
Selection of Consultant		12/12/2017
Pre-Application Submittal to FAA ADO Planner		10/19/2021
Pre-design Conference		11/11/2020
CSPP and Airspace Coordination in iOE/AAA ¹		9/1/2021
Completion of Plans, Specifications and Engineers Report		12/1/2021
Submit Plans and Specs to FAA ²		12/1/2021
Advertisement of Project for Bids		4/1/2022
Bid Opening		5/2/2022
Bid Tabulation Submittal and Recommendation of Award		5/9/2022
Application Submittal to FAA ADO Engineer		5/16/2022
Grant Offer		7/13/2022
Execution of FAA Grant		7/27/2022
Pre-construction Conference		9/14/2022
Notice to Proceed to Contractor ³		9/14/2022
Substantial Completion of Construction		9/13/2023
Final Inspection		10/18/2023
Project Close-Out ⁴		12/13/2023

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

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

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

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

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

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

Airport: Perry Foley Airport

Project Title: Taxiways A, E, and F Realignments

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

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

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

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671g;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

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

Signature of Authorized Airport Representative

Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: **Perry Foley Airport**

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

Date: October 12, 2021

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

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

ATTACHMENT A: 95% ESTIMATE OF PROBABLE CONSTRUCTION COST
Realign Taxiways A, E, and F Realignments
Perry-Foley Airport

10-12-2021

BASE BID

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION TO
1	C-102-1	EROSION & POLLUTION CONTROL	LS	1	\$ 10,000.00	\$
2	C-105-1	MOBILIZATION	LS	1	\$ 201,205.80	\$
3	C-105-2	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$
4	P-101-1	DEMOLITION OF ASPHALT PAVEMENT	SY	23,751	\$ 10.00	\$
5	P-101-2	DEMOLITION OF CONCRETE PAVEMENT	SY	3,124	\$ 20.00	\$
6	P-151-1	STRIPPING & STOCKPILING, 6"	AC	9	\$ 4,500.00	\$
7	P-152-1	EXCAVATION & EMBANKMENT	CY	18,500	\$ 15.00	\$
8	P-152-2	SUBGRADE PREPARATION	SY	22,160	\$ 5.00	\$
9	P-154-1	STABILIZED SUBBASE COURSE, 6"	SY	20,455	\$ 8.00	\$
10	P-211-1	CRUSHED AGGREGATE OR LIME ROCK BASE COURSE, 6"	SY	18,750	\$ 18.00	\$
11	P-401-1	4" BITUMINOUS SURFACE COURSE, 76-22 BINDER	TN	3,750	\$ 130.00	\$
12	P-620-1	YELLOW PAINT WITH TYPE III REFLECTIVE BEADS	SF	4,450	\$ 3.50	\$
13	P-620-2	WHITE PAINT WITH TYPE III REFLECTIVE BEADS	SF	37,600	\$ 3.50	\$
14	P-620-3	BLACK PAINT WITHOUT REFLECTIVE BEADS	SF	16,500	\$ 3.00	\$
15	D-701-1	24" RCP, CLASS V	LF	160	\$ 96.00	\$
16	D-701-2	30" RCP, CLASS V	LF	380	\$ 120.00	\$
17	D-701-3	29" x 45" ERCP, CLASS V	LF	180	\$ 150.00	\$
18	D-752-1	FDOT TYPE F INLET	EA	1	\$ 5,000.00	\$
19	D-752-2	FDOT TYPE G INLET	EA	3	\$ 7,500.00	\$
20	T-904-1	SODDING, BAHIA ARGENTINA	SY	25,900	\$ 3.50	\$
SubTotal:						\$ 2

ADDITIVE ALTERNATE NO. 1

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION TO
1	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	\$ 60,000.00	\$
2	SP-105-1	ELECTRICAL DEMOLITION - AIRFIELD LIGHTING	LS	1	\$ 100,000.00	\$
3	L-108-1	1/C 1-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE	LF	32,000	\$ 2.50	\$
4	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	21,000	\$ 3.00	\$
5	L-108-3	0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	520	\$ 150.00	\$
6	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	18,500	\$ 4.00	\$
7	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	4,000	\$ 11.00	\$
8	L-110-3	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200	\$ 20.00	\$
9	L-110-4	1 WAY 4" SPLIT DUCT	LF	200	\$ 28.00	\$
10	L-115-1	JUNCTION CAN PLAZA - TWO "D" CAN	EA	4	\$ 4,500.00	\$
11	L-125-1	L-850C(L) RUNWAY EDGE LIGHT - BIDIRECTIONAL (NAC)	EA	4	\$ 3,780.00	\$
12	L-125-2	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 1 MODULE	EA	4	\$ 5,500.00	\$
13	L-125-3	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE	EA	6	\$ 7,000.00	\$
14	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 3 MODULE	EA	2	\$ 7,000.00	\$
15	L-125-5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE	EA	6	\$ 9,000.00	\$
16	L-125-6	L-858C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	EA	1	\$ 3,500.00	\$
17	L-125-7	L-861(L) RUNWAY EDGE LIGHT - CLEAR/CLEAR (NAC)	EA	36	\$ 2,300.00	\$
18	L-125-8	L-862E(L) RUNWAY THRESHOLD LIGHT - BIDIRECTIONAL GREEN/RED	EA	20	\$ 2,300.00	\$
19	L-125-9	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	95	\$ 2,000.00	\$
20	L-125-10	L-867D BASE CAN	EA	13	\$ 850.00	\$
21	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	10	\$ 1,000.00	\$
22	SP-154-1	L-881 PAPI STYLE B - 2 BOX - 2 LAMPS SYSTEM, RUNWAY 12, NEW COMPLETE INCLUDING FAA FLIGHT CHECK AND COMMISSIONING	LS	1	\$ 35,000.00	\$
23	SP-154-2	L-881 PAPI STYLE B - 2 BOX - 2 LAMPS SYSTEM, RUNWAY 30, NEW COMPLETE INCLUDING FAA FLIGHT CHECK AND COMMISSIONING	LS	1	\$ 35,000.00	\$
24	SP-154-3	L-881 PAPI, FAA FLIGHT INSPECTION FEE	LS	1	\$ 18,000.00	\$
SubTotal:						\$ 1

ADDITIVE ALTERNATE NO. 2

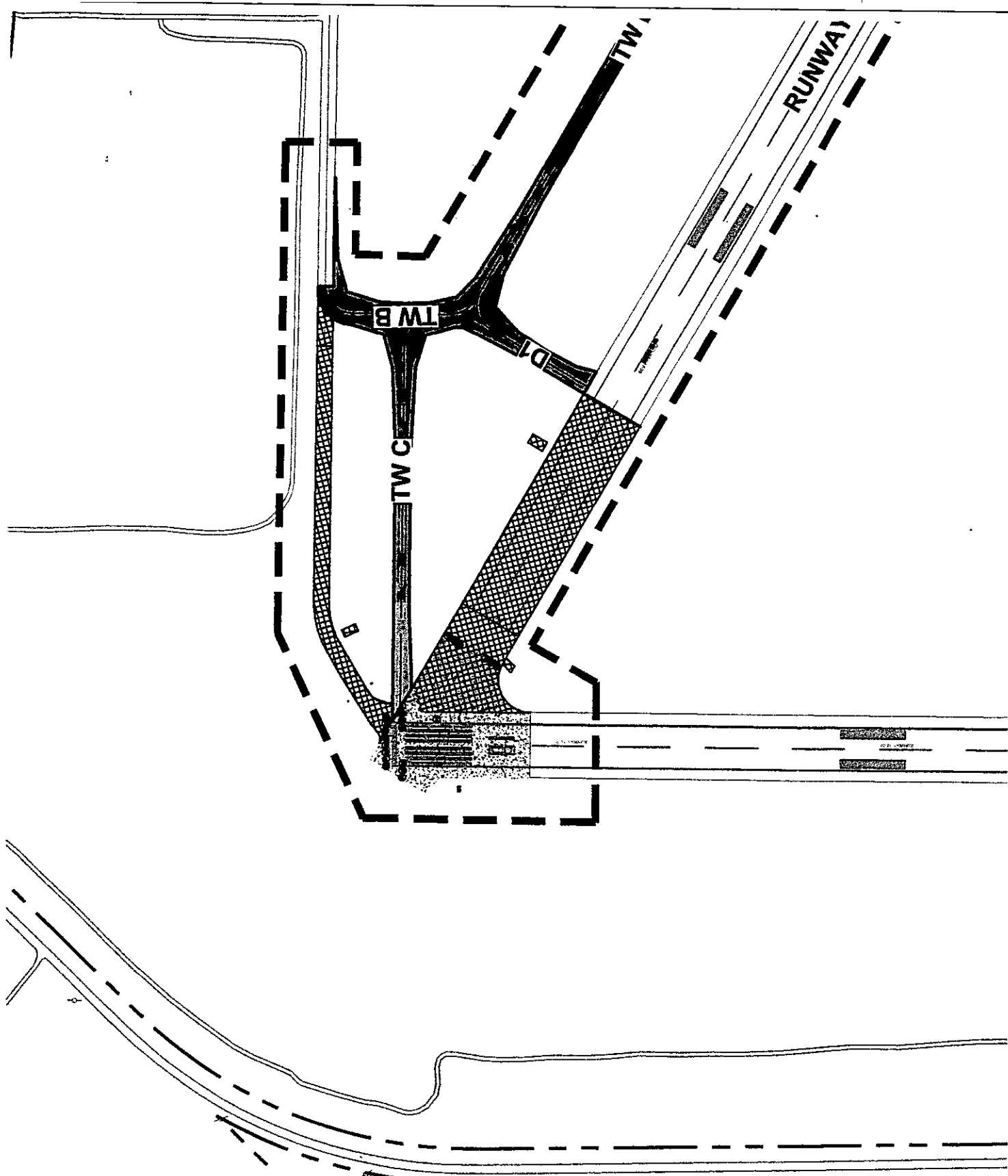
ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION TO
1	C-102-1	EROSION & POLLUTION CONTROL	LS	1	\$ 10,000.00	\$
2	C-105-1	MOBILIZATION	LS	1	\$ 60,432.14	\$
3	C-105-2	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$
4	P-101-1	DEMOLITION OF ASPHALT PAVEMENT	SY	8342	\$ 10.00	\$
5	P-101-2	DEMOLITION OF CONCRETE PAVEMENT	SY	3173	\$ 20.00	\$
6	P-151-1	STRIPPING & STOCKPILING, 6"	AC	4	\$ 4,500.00	\$
7	P-152-1	EXCAVATION & EMBANKMENT	CY	2500	\$ 15.00	\$
8	P-152-2	SUBGRADE PREPARATION	SY	6360	\$ 5.00	\$
9	P-154-1	STABILIZED SUBBASE COURSE, 6"	SY	5875	\$ 8.00	\$
10	P-211-1	CRUSHED AGGREGATE OR LIME ROCK BASE COURSE, 6"	SY	5385	\$ 18.00	\$
11	P-401-1	4" BITUMINOUS SURFACE COURSE, 76-22 BINDER	TN	1080	\$ 130.00	\$
12	P-620-1	YELLOW PAINT WITH TYPE III REFLECTIVE BEADS	SF	1060	\$ 3.50	\$
13	P-620-3	BLACK PAINT WITHOUT REFLECTIVE BEADS	SF	2100	\$ 3.50	\$
14	D-701-1	24" RCP, CLASS V	LF	225	\$ 96.00	\$
15	D-752-1	FDOT TYPE F INLET	EA	2	\$ 5,000.00	\$
16	T-904-1	SODDING, BAHIA ARGENTINA	SY	10900	\$ 3.50	\$
SubTotal:						\$

ADDITIVE ALTERNATE NO. 3

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION TO
1	L-108-1	1/C 1-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE	LF	11,000	\$ 2.50	\$
2	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	10,000	\$ 3.00	\$
3	L-108-3	0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	250	\$ 150.00	\$
4	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	9200	\$ 4.00	\$
5	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	100	\$ 11.00	\$
6	L-110-3	1 WAY 4" SPLIT DUCT	LF	200	\$ 28.00	\$

11/1/2019

9 4:07 PM



8

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Fire Apparatus – Bid Committee Results

Meeting Date:

10/19/2021

Statement of Issue: Fire Chief to report the bid committee results for the fire apparatus build.

Recommendation: Committee recommends to award the fire apparatus build contract to
911 Rapid Response and approve to use the MSTU reserve for the difference from budgeted amount

Fiscal Impact: \$ 240,250 (\$25,250 over) **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: 911 Rapid response was found to be the best suited to meet the specifications
along with being the lowest cost. All builders were over the budgeted amount, recent surges in materials and
chassis costs since budget process is the likely cause. Budget for \$215,000.00

The apparatus specification as advertised was designed to fill the needs of the fire service, any change in design
significant enough to meet the original budget would result in an apparatus with less capabilities.

Options:

1. Award the contract to 911 Rapid response with the additional cost from MSTU reserve
2. Do not award the contract, re-advertise the build with re-designed specifications

Attachments:

1. Bid Committee Scoring
2. Builder Bid Proposal

FIRE APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of October 19, 2021, by and between 911 Rapid Response llc. – Vengeant Apparatus (hereinafter "**Seller**") and the Taylor County Board of County Commissioners (herein after "**Purchaser**"). Seller and Purchaser are sometimes referred to in this Agreement individually as a "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Purchaser desires to purchase a "Fire Apparatus" (as more specifically defined in the sellers proposal, Exhibit A) from the Seller and the Seller desires to sell a Fire Apparatus to the Purchaser.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Parties hereto do agree as follows:

ARTICLE I

PURCHASE AND SALE

- 1.1 Fire Apparatus. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Sellers, upon the terms and conditions hereinafter set forth, the Squad Type Fire Apparatus and other equipment, as more fully described in Exhibit "A" attached hereto.

ARTICLE II

PERFORMANCE BOND

- 2.1 Fire Apparatus. Seller agrees to provide a \$500,000 performance bond to the Buyer for the build project within thirty (30) days of execution of this agreement.

ARTICLE III

PURCHASE AND PAYMENT

- 3.1 Purchase Price and Payment. The total purchase price for the Fire Apparatus shall not exceed \$240,250.00 (the "**purchase price**"), exclusive of all Federal, State, or local taxes of any nature, and shall be payable by the Purchaser to Sellers upon delivery and acceptance of the Fire Apparatus.
- 3.2 Upon execution of the agreement and following a pre build meeting the Seller will be issued a purchase order by the Purchaser for the agreed purchase price, Following final acceptance the apparatus the Seller will issue an invoice for payment to the Purchaser for final and full payment.

ARTICLE IV

DELIVERY AND ACCEPTANCE

- 4.1 Delivery. Seller shall deliver the finished apparatus to the Buyer's destination at no additional cost to the Buyer, within thirty (30) days of final inspection, unless an unforeseen delay is caused by worker strikes, Seller's inability to obtain materials, or other causes beyond the Seller's control. The apparatus shall be driven for delivery to provide proof of structural integrity upon Buyer receiving the apparatus.
- 4.2 Acceptance. Upon delivery, Purchaser shall have the right to inspect the Fire Apparatus to ensure conformance with the requirements and specifications contained in Exhibit "A" and to reject same if a nonconformance exists.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

- 5.1 Representations and Warranties. Seller hereby represents and warrants to Purchaser that all warranties hereto shall be applicable to the transaction contemplated herein. Seller further represents and warrants to Purchaser that legal title to the Fire Apparatus shall be in Purchaser's name upon consummation of the transaction contemplated herein.

ARTICLE VI

MISCELLANEOUS

- 6.1 Headings. The captions or headings of the paragraphs of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- 6.2 Time of Essence. Time, wherever specified herein for the performance by Seller or Purchaser of any of their respective obligations hereunder, is hereby declared to be of the essence of this Agreement.
- 6.3 Amendments. This Agreement may not be amended or waived, except by writing, signed by all Parties to this Agreement.
- 6.4 Waiver. The waiver by any party of a breach of any provisions of this Agreement shall not operate, or be construed as, a waiver of any other or subsequent breach of that provision, nor as a waiver of any breach of any other provision.
- 6.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

- 6.6 Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, executors, successors or assigns.
- 6.7 Entire Agreement. This Agreement and the Exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except by a written agreement signed by all of the Parties.
- 6.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to the conflicts of laws principles of such State.
- 6.9 Rule of Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.
- 6.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and the provisions of this Agreement shall be severable in any such instance.
- 6.11 Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.
- 6.12 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.
- 6.13 Forum Selection. PURCHASER AND SELLER IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN FEDERAL OR STATE COURTS HAVING SITUS WITHIN TAYLOR COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

TAYLOR COUNTY BOARD OF COMMISONERS

By: _____

Chairman Thomas Demps

ATTESTED TO:

By: _____

SELLER

By: _____

SELLER

ATTESTED TO:

By: _____

**Taylor County Fire Apparatus
Bid Committee Scoring Totals**

	Vendors		
	R.E.V.	911 Rapid Response	NAFECO (Rosenbauer)
Dan Cassel	41	53	43
William Kennedy	46	52	48
Kyle Stewart	45	54	50
Combined Score	132	159	141

Taylor County Fire Apparatus

Bid Committee Scoring

Respondents will be evaluated on the following criteria and will be considered accordingly
The combined committee scores will be presented to the B.O.C.C. as a recommendation.

Required Items	Vendors		
	R.E.V.	Response (Vengeant App.)	NAFECO (Rosenbauer)
Qualification and experience of vendor (10 points)	Large parent comp. did not specify the building brand/comp. 7	Newer company with growth, build exp. in florida 8	large company with years of exp. 10
Detailed Specification (10 points)	See attachment 6	Meets or exceeds proposal specs with no alteration 10	See attachment 8
Detailed Scaled Drawing (10 points)	Drawing does not match intended final product 7	Drawing closely matches intended final concept 10	Drawing closely matches intended final concept 10
Bond Acceptance (10 points)	Accepted upon award 10	Accepted upon award 10	Accepted upon award 10
Project Build Time (10 points)	120-150 day after chassis arrival 6	3-4 Months (90-120 days) after chassis arrival 8	395 day delivery may be extended depending on chassis 2
Maximum Cost (10 points)	\$256,500 5	\$240,250 7	\$270,676 3

Reviewer:

DAN CASSEL
D-2

Detailed Specifications additional comments

R.E.V.

- Emergency lighting package does not match the proposal specifications, including changes in light heads and missing "wig wag" high beams on control switch 3.
- Proposal specification calls for siren speakers to be mounted on grill or bumper to allow for maximum audible output. The vendors bid locates the siren speakers behind the bumpers which will lessen audible output.
- No provision were found in the vendors bid to allow for tool mounting.
- Vendors bid does not have an enclosed pump panel and excludes the ventilation fan due to the open compartment.
- The hose bed area in the vendors bid is only a partial bed/ limited capacity with open area to pump areas. This design contradicts the design in the proposal specifications.
- The vendors bid uses two separate components for the battery charger and power inverter. The proposal specification called for a specific combination unit to save space and improve functionality.
- The suspension lift in the proposal specification to increase ground clearance was not found in the vendors bid.

NAFECO (Rosenbauer)

- Emergency lighting package in the vendor bid was slightly modified from the proposal specifications to include the use of smaller light heads in some areas.
- The vendor bid utilizes a downgraded lighting and siren controller that does not use the OB2 to interact with the chassis, vendor sited it would not interface so an alternative was used. Both other vendors accepted the proposed controller with no comments of problems.
- Provision for radio installation will not be completed by the builder (Rosenbauer) during construction, the bid called for installation to be completed after construction as a retrofit by the bidder (NAFECO) before final delivery.
- The suspension lift in the proposal specification to increase ground clearance was not found in the vendors bid.
- Other modification in the vendor bid meet or exceed the proposal specification


Dan Cassel

Taylor County Fire Apparatus

Bid Committee Scoring

Respondents will be evaluated on the following criteria and will be considered accordingly.
The combined committee scores will be presents to the B.O.C.C. as a recommendation.

Required Items	Vendors		
	R.E.V.	911 Rapid Response (Vengeant App.)	NAFECO (Rosenbauer)
Qualification and experience of vendor			
(10 points)	7	8	10
Detailed Specification			
(10 points)	8	10	8
Detailed Scaled Drawing			
(10 points)	6	7	8
Bond Acceptance			
(10 points)	10	10	10
Project Build Time			
(10 points)	8	9	7
Maximum Cost			
(10 points)	7	8	5

Reviewer:



Taylor County Fire Apparatus

Bid Committee Scoring

Respondents will be evaluated on the following criteria and will be considered accordingly
The combined committee scores will be presented to the B.O.C.C. as a recommendation.

Required Items	Vendors		
	R.E.V.	Response (Vengeant App.)	NAFECO (Rosenbauer)
Qualification and experience of vendor (10 points)	Well established but did not list specific builder 8	New company but excelling among large competitors 9	Well established builder 10
Detailed Specification (10 points)	See attached 6	See attached 9	See attached 8
Detailed Scaled Drawing (10 points)	See attached 6	See attached 9	See attached 10
Bond Acceptance (10 points)	Accepted 10	Accepted 10	Accepted 10
Project Build Time (10 points)	120-150 days after receipt of chassis 9	90-120 days after receipt of chassis 10	395 days after contract 7
Maximum Cost (10 points)	\$256,500 6	\$240,250 7	\$270,676 5

Reviewer:

M. G. Brown *14*

Taylor County Fire Apparatus

- Bid Committee Scoring

Notes

R.E.V

- Detailed Specification: Missing lift kit, pump and pump panel specifications. Lighting set up differed from county proposal.
- Detailed Scaled Drawing: Missing measurements, light placement and hose bed configuration incorrect.

911 Rapid Response (Vengeant App.)

- Detailed Specification: Detailed and specific to county proposal.
- Detailed Scaled Drawing: Detailed with all measurements, missing SCBA wheel well compartments.

NAFECO (Rosenbauer)

- Detailed Specification: Missing lift kit and lighting set up differed from county proposal.
- Detailed Scaled Drawing: Detailed with all measurements, incorrect light placement.

H. H. H. H. H.



FIRE APPARATUS PROPOSAL

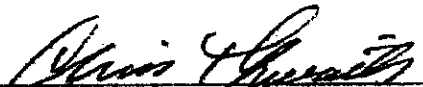
Date: October 1, 2021

This Proposal has been prepared for:
Taylor County Fire Rescue
201 east green St.
Taylor, FL 32347

Hall-Mark RTC is pleased to offer Taylor Fire & Rescue District, 1 New 2022 Ford F6000 4x4 Chassis, brush Utility (Squad). This vehicle shall be in accordance with the attached component list. The purchase price shall also include the chassis and all vehicle components and repairs as requested by the fire department and listed in the attached documentation. Delivery will be F.O.B. to Perry, FL and will be made approximately 120-150 days after receipt of the Chassis. This Quote is valid for 45 days unless extended in writing.

Ford F600 Brush Utility (Squad)

\$ 256,500.00


Chris Thwaits - Account Manager
725 SW 46th AVE, Ocala, FL 34474 (352) 355-5375

10/1/21
Date


Dee Daniels - VP/ Director of Sales
725 SW 46th AVE, Ocala, FL 34474 (352) 629-6305

10/1/2021
Date



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

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

September 9, 2021
REQUEST FOR PROPOSALS
PURCHASE OF A QUICK RESPONSE SQUAD FIRE APPARATUS

The Taylor County Board of County Commissioners is soliciting sealed proposals from fire apparatus manufacturers to build a Quick Response Squad Fire Apparatus.

Qualified manufacturers desiring to provide proposed apparatus must submit five (5) packages in a sealed envelope or similar package markers "**Sealed Proposal for Taylor County Fire Apparatus**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry FL, to arrive no later than 4:00 P.M. local time, on 10/1/2021, local time. **All Proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 p.m. local time, or some thereafter as practical on 10/4/2021, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347.

Proposal information **MUST** be obtained on-line at the following website address:
www.taylorcountygov.com/government/county_bids/index.php

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at anytime and waive any irregularities in the solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore the County is not bound to award any contract(s) based on the lowest quoted price. The County in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County Ordinance No. 2003-12. **No faxed Proposals will be accepted.**

For additional Information, contact
Taylor County Fire Rescue
Fire Chief Dan Cassel
850-838-3522

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
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Perry, Florida 32348
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(850) 584-2433 Fax

Squad Proposal

Section I

Taylor County Fire Rescue is soliciting proposals from qualified vendors for the purchase of a fire apparatus (Brush/Squad). Any proposal will be for a new vehicle built to the specifications provided

Section II

Required information

- Qualifications and experience of the vendor
- Detailed specification to show required components and any additional not required in RFP specification, submittal specifications are to be formatted as the proposal.
- Detailed scaled drawing of the proposed completed apparatus
- Acceptance of 100% performance bond
- Project build time from time of completed contract
- Proposed/Maximum cost of build.

Section III

Key Dates & Times

Final Deadline for acceptance	10/1/2021 4:00 P.M.
RFP Opening	10/4/2021 6:00 P.M.
Project Awarded (tentatively)	10/19/2021

Section IV

Apparatus Minimum Specifications

1 – Chassis Specification

- 1.1 Chassis Ford Super Duty F-600 Single Cab
 - 6.7L Diesel
 - XL Trim 4.88 Limited Slip Axle
 - Medium Earth Gray HD Vinyl Interior
 - Power Equipment Group, Trailer Tow Mirrors
 - Cruise control
 - Electronic Shift On The Fly 4 wheel drive
 - Dual Alternators
 - Dual Battery
 - Pre-Collision Assist with Auto Emergency Braking
 - Skid Plates
 - Privacy Glass
 - Value Package: Cruise Control, AM/FM/CD Player
 - 40 gallon rear fuel tank

- 3" suspension lift including any replacement items required including but not limited to coils, shocks and radius arms
- Toyo M655 245/70R/19.5 tires

2 - Apparatus body, All Aluminum Rescue Module Body Construction Overview

- The body length shall be 12" not including rear bumper
- The body shall be of self-standing rigid cage style construction consisting of the following.
- The body shall consist of seven individual exterior compartments. The body shall be mounted on the before mentioned chassis and shall come with a fifteen-year structural warranty.
- The body shall measurements shall be provided with proposal
- Interior structural members shall be spaced no more than 16 inches on center.
- Apparatus body is purpose built and designed to meet the unique needs and demands of the emergency services environment.
- The body shall be mounted to the chassis with no chassis building be required or permitted.
- All interior of compartments, top of hose bed shall be coated with black PPC material for durability.

2.1 - Roof Construction

- Construction details shall be provided in proposal

2.2 - Roof Radius

- Construction details shall be provided in proposal

2.3 - Corner Radius

- Construction details shall be provided in proposal

2.4 - Rescue side structure

- Construction details shall be provided in proposal

2.5 - Floor Structure

- Construction details shall be provided in proposal

2.6 - Rear Step Construction

- Construction details shall be provided in proposal

2.7 - Compartment Construction

- Construction details shall be provided in proposal

3 - Body Mounting

- The body shall be capable of being removed from and transferred to a new chassis similarly sized to the old chassis.
- There shall be adequate space left between the cab and body allowed for common flexing.
- The body shall be mounted as per the chassis manufacturer's guidelines. Additionally, an isolator shall be installed on each "U" bolt at the "U" bolt mounting point and the structural sill.
- Construction details shall be provided in proposal

4 - Vehicle and Body Appearance and Accessories

4.1 - Roll Up Style Compartment Doors

- Apparatus shall have roll-up doors.
- The doors shall be constructed and installed within the guidelines of the door manufacturer.
- Door tracking shall have rubber lip seal.

- Each door location to be equipped with a magnetic switch to control included interior cabinet lighting.
- Door ajar light to be installed on the console in the cab.
- Each door shall be equipped with one interior light built within the door rail.
- Doors shall be matching color to body.

4.2 - Exterior body trim

- There shall be provided heavy duty blacked out rub rail installed at the lowest edge of the apparatus body between the wheel well panels and the front and rear rock guard shields and kick plates.
- The front of the body shall have provision to prevent damage from items such as rocks.

4.3 - Fenders & Wheel Wells

- The wheel well shall be provided with full fender liners that shall be rolled so as to eliminate pockets that might trap and collect road dirt.
- Fenderettes shall be flexible black rubber for long-term durability.

4.4 - Added Underbody Protection

- None added, standard aluminum

4.5 - Rear Mud Flaps

- There shall be provided (1) set of heavy duty rear mud flaps.
- Mud flaps shall be constructed of thick rubber material and shall be as wide as the rear wheels.
- Mud flaps shall be securely fastened to the module utilizing stainless steel fasteners.

4.6 - Apparatus body painting

- The apparatus shall be two tone paint black over red.
- Exact paint code and layout shall be determined during the pre construction conference.

4.7 - Rear Chevron Striping

- There shall be prismatic reflective striping on the rear of the apparatus body.
- The chevron shall consist of four inch wide red and bright lime yellow stripes to conform with NFPA standards.
- Exact layout and design of rear reflective chevron striping shall be determined during pre construction conference.

4.8 - Reflective / Non-reflective strip package

- There shall be provided reflective striping on the doors visible while open.
- Exact layout and design of reflective stripe package shall be determined during pre construction conference.

4.9 - Graphic / lettering package

- There shall be provided a custom package to match the current fleet.
- Exact wording, layout and location of graphic package shall be determined during pre construction conference.

4.10 - Running Boards

- Running boards installed.

4.11 - Class IV Trailer Hitch

- There shall be provided a class IV trailer hitch which shall be securely fastened to the chassis/body.

4.12 – Bumper / Winch

- The front of the vehicle shall be provided an aftermarket bumper capable for all lighting, siren, and winch provisions required.
- Warn fixed mounted winch with a 15,000lb capacity
 - Mounted to bumper
- The rear of the vehicle will be provided with a custom bumper independent of the body
 - Rear bumper will also serve as a rear step

5 - Compartment Layout

5.1 - Streetside compartment one (SS1)

- This compartment shall start on the driver side front of the apparatus and shall be approximately from opening 52" high x 50" wide x 23" deep
 - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
 - Compartment shall have (1) 120-volt outlet
 - Compartment shall have (2) adjustable shelves
- SS1 compartment will contain an electrical compartment.
- The electrical compartment will house the following.
 - All emergency equipment electronics and wiring.
 - (1) 2,000-watt auto inverter/charger
 - (1) 12 Volt power lead is hardwired through chassis ignition.
 - (1) 12 Volt power lead is hardwired through chassis positive battery.
 - (1) 1 Ground lead hardwired to chassis battery.

5.3 - Streetside compartment two (SS2)

- This compartment shall be located above the wheel well and shall be approximately from opening 32 inches tall x 48 inches wide x 23 inches deep.
 - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have PAC board type mounting on rear wall for tool mounting

5.4 - Streetside compartment three (SS3)

- This compartment shall be on the driver side rear corner of the apparatus and shall be approximately from opening 52 inches tall x 26 inches wide x 23 inches deep.
 - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have (2) adjustable shelves.

5.5 - Curbside compartment one (CS1)

- This compartment shall start on the passenger side front of the apparatus and shall be approximately from opening 52" high x 50" wide x 23" deep

- Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have (2) adjustable shelves
- Compartment shall have (1) 120-volt outlet

5.6 - Curbside compartment two (CS2)

- This compartment shall be located above the wheel well and shall be approximately from opening 32 inches tall x 48 inches wide x 23 inches deep.
 - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have PAC board type mounting on rear wall for tool mounting

5.7 - Curbside compartment three (CS3)

- This compartment shall be on the passenger side rear corner of the apparatus and shall be approximately from opening 52 inches tall x 26 inches wide x 23 inches deep.
 - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have (2) adjustable shelves.

5.8 - Under body compartment "rear access"

- Accessory compartment between the frame rails

5.10 Upper body compartment "Rear access" Streetside

- Compartment to house hard suction hose and be accessible from the rear of the unit.

5.11 - Upper body compartment "Rear access" Curbside

- Compartment to house hard suction hose and be accessible from the rear of the unit.

5.12 - Hose Bed

- Hose bed is open to the rear of the apparatus and of full length of the apparatus. Dimension shall be included in proposal
 - Three end user adjustable dividers hose bed dividers.
 - Hose bed includes a soft cover with a rear weighted flap
 - To be finished in a heavy-duty Rhino Linings black finish.

5.13 - SCBA Wheel Well Compartment(s)

- SCBA bottle or fire extinguisher wheel well compartments shall be located just before and after wheels where not in use by fuel and DEF fill.

6 - Compartment Accessories

6.1 - Adjustable shelves

- Aluminum adjustable shelves shall be provided.
- Each shelf has a full lip surround.
- Shelving mounting hardware shall be of extruded "C" channel design and locking jam nuts.

6.2 - Tool Mounting

- There shall be provisions for mounting tools and equipment not already address to include but not limited to
 - Combi tool
 - Chainsaw
 - Air Bags
 - Hand tools
 - To be confirmed at pre construction conference

6.3 - Compartment floor matting

- There shall be dri-deck or equal, floor tiles installed in compartments
- Tiles shall be custom fitted to the individual area and shall assist in protecting the surface of the compartment from damage.

6.4 - SCBA storage

There shall be mounting brackets for two (2) SCBA, location of brackets to be determined at pre construction conference.

7 - 12 Volt DC electrical system

- The electrical systems and associated equipment shall comply with all federal motor vehicle safety standards, federal motor carrier safety regulations, and shall also conform to all applicable SAE recommended standards and practices.
- The apparatus body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits.
- All wiring shall be permanently color coded and marked to identify each wire.
- Wiring shall be routed in conduit or loom that is rated a minimum 300°F.
- All conduits loom, and wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

8 - Battery Charger / Inverter

- There shall be provided a Xantrex model 807-2055 2,000-watt inverter / 55 amp battery charger with a built-in transfer switch.
 - 120-volt outlets shall be active on shoreline power.
 - 120-volt to be active when shoreline is not present, the vehicle is running and a load is sensed.
- The charging system shall come complete with a remote display operator's panel.
- Included in the system shall be a Kussmaul 15 amp Auto Eject shoreline receptacle that shall provide 120-volt service when activated.

9 - Audible Warning Systems

9.1 - Siren / Light control

- There shall be provided and installed Whelen Cencom Core electronic siren and light control system. Including OBD 2 interface module with truck. .

9.2 - Siren Speakers

- There shall be provided (2) each Whelen SA315P 100 watt electronic siren speaker mounted to optimum forward audible output.

9.3 - Mechanical Siren

- A recessed eagle mechanical siren will be installed; control location(s) to be determined at pre build.

10 - Visual Warning systems

- All of the following lightings shall be mounted to the vehicle per the lightbar manufacturer's specification.
- The lighting shall be positioned to provide adequate coverage on all zones of the vehicle.

10.1 - Roof Mounted Lightbar

- 1 ea. 54" Whelen liberty II lightbar (fully populated front and sides) w/ clear lens and red LED, includes flashing white takedown and alley lights. Cab mounted with vehicle-specific brackets.

- Led alley function shall activate when side cab doors are opened, side specific.
- Light Bar shall have ability to auto dim in night time conditions.
- White warning shall only flash on slider position 3.
- Rear of bar to be depopulated to avoid body reflection.

10.2 - Front of Vehicle

- 4 ea. Whelen M series led w/ clear lens and red led, flush mount flange sized to fit on bumper/grill guard.
 - The above lighting shall be mounted on the push bumper /grille guard of the vehicle, Final placement to be determined at pre construction meeting.
- Flashing High beam lights (Wig Wag) on slider position 3.

10.3 - Side of Vehicle

- 2 ea. Whelen M4 series led w/ clear lens and red led, black flange.
 - The above lighting shall be mounted on the truck chassis, front fenders, just after the headlights, before the front wheel.
 - Rivenuts shall be utilized to secure lights to fenders.
- 2 ea. Whelen M7 series led w/ clear lens and red led, black flange.
 - The above lighting shall be mounted on the apparatus body, lower level, centered directly above the rear axle.
- 4 ea. Whelen M9 led w/ clear lens and red led, chrome flange.
 - The above lighting shall be mounted on the apparatus body, upper level, 1 each just after the front edge of body, and 1 each just before of the rear edge of the body.

10.4 - Rear of Vehicle

- (2) Whelen M9RC
 - The above is a red led module with clear lens.
 - (1) each to be mounted at the top of body "rear"
- Custom built arrow stick
 - Whelen T Series Ions (amber)
 - Set to come on flash pattern with warning lights
 - Left, center out, and right arrow control
 - Mounted below hose bed and above hose panel
- The following emergency and DOT lighting below shall be mounted in a Whelen 4 light housing.
- (2) Whelen M6RC
 - The above is a red led module with clear lens.
- (2) Whelen M6BTT Brake/Tail/Turn
- (2) Whelen M6T Amber turn signal sequential chevron arrow
 - Set to flash pattern on third rocker switch
- (2) Whelen M6ZC gradient high output back-up light
 - (1) each M6RC, M6BTT, M6T, M6ZC to be mounted in black four light bezel.

11 - DOT Lighting

- There shall be provided the proper number of LED style ICC / marker lights located on the corners of the apparatus body.
- Stop/Tail/Turn/Reverse lights are previously mentioned.
- Rear markers located on the rear running board.

12 - Scene Lighting

12.1 - Body Mounted Scene Lights

- 4 ea. Whelen PCPSM1B Single Panel, Combination Flood/Spot, Black Flange

- The above lighting shall be mounted on the apparatus body, upper level, 1 ea just after the M9 warning light, and 1 ea just before the M9 warning light, previously mentioned.
- 2 ea. Whelen PCPSM1B Single Panel, Combination Flood/Spot, Black Flange
 - The above lights shall be mounted on the rear of the apparatus
 - Light shall auto activate in reverse

13 - Accessory Lighting

13.1 - Underbody Lighting

- 8 ea. Tecniq E10 white led underbody lights, stainless bracket.
 - Lighting will provide even coverage on the sides and rear of the vehicle
 - All the above lighting shall be activated automatically when vehicle transmission is placed in park.

13.2 - Accessory Reverse Lighting Control

- The rear scene lights shall activate when the vehicle is placed into reverse.

14 - Drivers/Cab Area Configuration

- The console shall be constructed from .75 inch Birch plywood covered with a heavy duty coating.
- All switches shall be lighted and properly identified. Additionally there shall be provided areas to mount department supplied mobile radio, charger and a computer system along with department maps and clipboard.
- Door Ajar/Telescoping Lights Raised Light Fixed on Console to flash when activated

15 - Reverse Safety Systems

15.1 - Back up alarm

- There shall be provided an automatic back up alarm that activates when the vehicle is placed in reverse.

15.2 - Back up camera

- A rear backup camera will be installed with auto on in reverse.
 - LCD Screen will be located in the rear view mirror area.

16 - Radio Installation Preparation

- Builder will install a mobile radio provided by the buyer

17 - Other vehicle accessories

18 - Fire Pump & Fire suppression

18.1 - Fire Pump & Foam

- CET Skid Unit
- CET 23HP SM-PFP-HPVGD-MR Pump Vangaurd Engine
- Electric start
- Custom fitted aluminum minimum 3 gallon fuel tank
- 15 gallon foam cell
- 12 volt pump for foam filling
 - Hose connection and momentary switch located on pump panel
- Scotty Foam system
- Fire pump to be equipped with a 12 volt primer pump
- 1" Tank fill

- Booster hose reel fitted behind pump panel
 - 150' hose capable
 - Booster hose will be a single red 1" Reel Lite
- There shall be a pump panel fabricated on the rear of the truck
 - Panel shall be PPC'd black
 - All connections will be controlled from the pump panel using fire type valves
 - Pump panel will be equipped with a 12volt exhaust fan to adequately circulate air to prevent the pump from overheating. Fan shall be controlled by the same switch as pump
 - Fire pump exhaust shall be plumbed to exit the vehicle from below.

18.2 - Water Tank

- Apparatus shall have at least 450 gallon capacity poly tank.
 - Unit to have Tank Vision monitor system(s) for water and foam levels viewable at pump panel.
 - Tank should have a built-in section dedicated for foam.
 - Water and foam tanks shall have tower(s) accessible from hose bed.

18.3 - Plumbing

- Priming
 - 12 volt momentary control.
- Discharges
 - (1) 1" tank fill, push pull
 - (1) 1" Rear Booster hose, push pull.
 - (1) 1.5" Pre connect located in hose bed with push pull control
 - (1) 2.5" Rear discharge, push pull control with chrome reducer 2.5"-1.5" and cap.
 - Discharges will be threaded for fire hose type thread pattern
- Intake
 - (1) 2.5" rear suction
 - (1) 2.5" tank to pump, push pull.

18.4 - Hose Bed

- There shall be a hose bed fabricated overtop the pump and tank module
 - Hose bed shall allow enough clearance for the unit to operate correctly while providing access to the water and foam fill tower(s).

19 - Documentation and Inspections

19.1 - Pre construction conference

- There shall be a required pre construction conference in the selected manner of the department before any construction can begin.
- The pre-construction trip shall consist of up to 2 members from the department. *(Airfare, lodging, and meals are to be included in this specific spec)*
- A tour of the facility including other current builds will be done prior to the pre-construction conference.
- At this meeting both parties shall again go over the specifications to ensure that the apparatus is built to meet or exceed all requirements.
- After this meeting the representative of the manufacturer shall present the department a copy of the written work order to be used in production.

19.2 - Detailed, Scaled Drawings

- After the pre-construction conference, there shall be provided a detailed set of scaled computer drawings to be used in the production process.

19.3 - Pre delivery inspection

- There shall be a pre delivery inspection trip at the facility prior to delivery.
- The inspection trip shall consist of up to 2 members from the department who shall inspect the apparatus to ensure compliance to all specifications. *(Airfare, lodging, and meals are to be included in this specific spec)*

20. - Warranty Information

20.1 - Warranty

- All warranties provided by the vendor or by third party shall be detailed as well as the process for any warranty claim.

21 Delivery / Acceptance

- Upon acceptance at pre delivery inspection the vendor shall be responsible to delivery the apparatus
- At time of acceptance the vendor will provide at least (1)one day of in service training for the entire apparatus operation a service.



**PRESENTS AN EMERGENCY
VEHICLE PROPOSAL
FOR
TAYLOR COUNTY FIRE RESCUE

QUICK RESPONSE SQUAD
APPARATUS**

OCTOBER 1, 2021

Taylor County Fire Rescue
Squad Specifications
2022 Ford F-600 Super Duty 2 Door Cab

INTENT OF SPECIFICATIONS

It is the intent of these specifications to describe the furnishing and delivery to the purchaser, a complete apparatus equipped as specified. The primary objective of these specifications is to obtain the most acceptable apparatus for service in the fire department. These specifications cover specific requirements as to the type of construction and tests the apparatus must conform, together with certain details as to finish, material preferences, equipment and appliances. The design of the apparatus must embody the latest approved automotive design practices. The workmanship must be of the highest quality in its respective field. Special consideration will be given to service access for periodic maintenance, ease of operation, and symmetrical proportions. Construction must be heavy duty with ample safety factors provided to carry loads as specified. The construction method employed will be in such a manner as to allow ready removal of any component for service or repair. The apparatus shall conform to the National Fire Protection Association standard for automotive fire apparatus, number 1906, in its most recent edition, unless otherwise specified in this document. Only the specified firefighting support equipment listed in these specifications shall be provided. The apparatus shall further conform to all Federal Motor Vehicle Safety Standards, no exception. These specifications shall include size, location, type, and model of components being furnished. Detailed information shall be provided on the materials used to construct all facets of the apparatus.

PERFORMANCE BOND

A performance Bond will be provided upon award of apparatus, for 100% contract price of the apparatus.

DEMONSTRATION OF VEHICLE

The sales representative of the manufacturer shall provide the purchaser a complete demonstration of the vehicle and general operating instructions at the purchaser's location for a one (1) day period. Exact detail of such services shall be outlined at later date.

FLUID DATA PLAQUE

A fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, meeting current NFPA standards as follows:

- A. Engine oil
- B. Engine coolant
- C. Chassis transmission fluid
- D. Drive axle lubrication fluid
- E. Power steering fluid
- F. Pump transmission lubrication fluid
- G. Other NFPA applicable fluid levels or data as required.

Location shall be in the driver's compartment or on driver's door.

OVERALL HEIGHT DATA PLAQUE

The cab dash area shall have a highly visible plaque indicating the maximum overall height of the vehicle.

"NO RIDE" LABEL

A "NO RIDE" label shall be located on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

PERSONNEL PAYLOAD CAPACITY

A label shall be installed in cab to denote that Two (2) personnel may be carried. For engineering purposes, an allowance of 1250 lbs. shall be provided for personnel.

FORD F-550 CHASSIS

A 2022 Ford F-600 Super Duty, Standard 2 door cab, 4x4 chassis with 84" cab to axle shall be provided with the following:

- Sikkens FLNA31830 Red color
- XL vinyl interior, gray color
- Ford 6.7L V8 Diesel Engine
- 40 Gallon Fuel Tank
- Dual Batteries
- Dual Alternators
- Torqshift heavy duty 10 speed automatic transmission
- Electric Shift on the Fly 4x4
- Limited slip rear axle with 4.88 ratio
- 22,000 # GVWR
- Skid Plates
- 225/70RX19.5G all-season tires
- 19.5" aluminum wheels
- HD vinyl 40-20-40 bench seat (center section to be removed for console)
- XL base package includes AM/FM stereo radio with 6 speakers, clock, light tinted windows, tachometer, trip odometer, front reading lights, outside temperature display, electric windows and door locks, manual telescopic/tilt steering wheel, and folding door mirrors.
- XL Power Convenience Group includes power windows/door locks, cruise control, manual folding telescopic power trailer tow mirrors with heated glass, AM/FM/CD Player remote keyless entry, and perimeter alarm.
- Pre-Collision Assist with Auto Emergency Braking
- Ford Rear Back Up Camera
- Ford Super Duty- Running Boards

FRONT BUMPER/ BRUSH GUARD WITH WINCH

A Heavy Duty Front Bumper with Grill Guard shall be provided. The bumper shall include a winch pocket and 12v winch power. A Warn 15,000LB capacity winch shall be provided.

A Heavy Duty Front Bumper with Grill Guard shall be provided. The bumper shall include a winch pocket and 12v winch power. A Warn 15,000LB capacity winch shall be provided.

DEALER UPGRADE TIRES

(6) New Toyo M655 225/70/R19.5 all-weather mixed service commercial tires built will be provided by REV RTC and mounted on the current Rims.

BODY CONSTRUCTION

The apparatus body is 144" long and 96" wide. The body has (3) compartments per side. The body is constructed utilizing a welded extruded aluminum frame. The body utilizes 1" thick by 3" wide 6061 aluminum sill plates welded to 3" square by 3/16" thick 6061 tube cross members. The outer perimeter frame consists of 3" square by 3/16" thick 6061 tube vertical members, a formed 3" by 9" by 1/4" thick aluminum top header and 2" wide by 4" tall by 1/4" thick horizontal tube members framing the compartment bottoms. The framework is a self-standing structure, which the compartment plates are welded to. The compartments are constructed of 1/8" thick 3003-H14 aluminum plate for the vertical walls and 3/16" thick 3003-H14 aluminum plate for the floors. The vertical walls are welded on the backside to the body frame. Additional 3" by 3" by 1/4" thick 6061 aluminum angle is used in the attachment of the compartment vertical walls to the body frame. The vertical walls are broke 90 degrees at the bottoms creating a lip for the floor plates to sit on. This greatly strengthens the attachment of the compartment floor versus butt welding the floors to the vertical walls. The compartment floors are raised 1" above roll up door bottom sill to prevent water intrusion into the compartment.

The body sill plates will sit on 3" wide by 3/8" thick 3-ply rubber belting directly over the chassis frame rails. The body will be secured to the body using (6) 5/8" diameter U-bolts in front and center of the body and is bolted to the bumper/receiver in the rear. The U-bolts are held in place by 1/2" thick steel strap plates.

The wheel well plates are bolted on to the body frame and are made of 1/8" 3003-H22 aluminum treadbrite plate. The wheel well opening is trimmed using a Black Out, roll formed fenderette. Fender liners will be provided and formed to the contour for the wheel wells. The driver's side wheel well plate houses a CPI Polished cast aluminum housing for the fuel fill in the rearward upper corner. The passenger side wheel well plate will have (2) SCBA bottle tubes with aluminum treadplate hinges doors.

The rear bumper consists of a welded steel structure bolted to the OEM frame pattern that is independent of the body structure. The rear bumper will be coated with a textured black spray on bed liner material.

The rear of the body is covered with removable 1/8" thick 3003-H14 aluminum panels. The panels on the rear will be wrapped in reflective chevron vinyl. The front of the body is covered with removable 1/8" thick 3003-H22 aluminum treadbrite panels in the lower side areas to act as stone guards. The exterior of the body will be painted Two Tone, Black over red, Sikkens paint- *Customer paint spray out to be provided if matching existing trucks*. Rhino Liner will be applied to compartment interiors and hosebed top.

BODY COMPARTMENTS

The approximate compartment dimensions are as follows:

L1/R1 – 52" H x 50" w x 23" depth rearward ½ .(Forward ½ to be full width transverse compartment)

L2/R2 – 46" w x 32" H x 23" depth

L3/R3 Compartments – 26" Wide x 52" H x 23" depth

~~B1 Compartment – 41 ½" Wide by 36" Deep by 56" High~~

CT 10/1/21

Each compartment will feature R.O.M. aluminum roll up doors. The doors shall be painted by R.O.M. prior to assembly. Each door will be key lockable and have a magnetic door switch to activate the compartment interior lights and the console mounted door ajar light. The compartment lighting is LED and mounted into the backside of each roll up doorframe side extrusion facing into the compartment. The door ajar indicator will be located in the cab console in view of the driver.

Eight (8) Adjustable Shelves shall be provide.

Two (2) PAC wall mounted tool boards shall be provided.

HOSE BED STORAGE

Hose bed Storage shall be provided above the water Tanker above the top of water tank. Hose bed storage will be provided with ?? Adjustable dividers.

SCBA Bottle Storage

Two (2) SCBA Bottle Storage compartments shall be provided in the Officer side Rear fender wells.

REAR MUD FLAPS

There shall be a set of mud flaps installed behind the rear chassis wheels.

CET SKID UNIT

Skid unit DP-6192-0701 380000 VANGUARD ENGINE

3 gallons fuel tank aluminum

Electric primer option

450 gallons water tank 48" Wx105" L

15 gallons foam cell

Scotty A&B foam system w/hardware for foam cell 12V Foam Pro Foam Refill system

Fire research water level

Fire research foam level

Manifold outlet

1" fire type tank fill IPO industrial valve

1 1/2" Fire type ball valve service line with cap and chain

2 1/2" Fire type ball valve service line with cap and chain

1" fire type hose reel IPO industrial valve

Suction inlet

Standard suction with two 2 1/2" fire grade ball valve

Electric rewind hose reel 1" x 150' (ESF20-30-31-RT) Mounted on pump platform

1" fabric booster hose RED REELLITE 150Ft

Set of chrome outriggers w/ 3 way rollers

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The following specifications describe the low voltage electrical system on the specified hazmat light rescue apparatus. The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is rated. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction. The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels. The wiring between the cab and body shall be split using Deutsche type connectors or an enclosed junction panel. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system. Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required. There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in an electrical junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:

- A) Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- B) The electrical wiring shall be harnessed or be placed in a protective loom.
- C) Heat shrink material and sealed connectors shall be used to protect exposed connections.
- D) Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof, if applicable.
- E) Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.

F) A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

G) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switching in an accessible location. Individual rocker switches shall be used for warning lights provided. All electrical equipment switches shall be mounted on a switch panel located in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function. A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way".

BACK-UP ALARM

An automatic electric back-up alarm shall be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

CAB DOME LIGHTS

In addition to the OEM provided dome lights, two Whelen red/clear led dome lights shall be installed adjacent to each front cab seat. Each light shall be individually controlled and easily reached from the seated and belted position by the driver and passenger.

DOT LIGHTING

DOT lighting on the apparatus body shall consist of Optronics led marker lights and Whelen M6 series LED lights for running/stop/turn functions and back up lights in a Black out Quad Bezel. An Optronics LED tag light shall be provided on the rear of the body.

CENTER CONSOLE

A custom center console will be provided between the front seats. A Pollack Model 51-902 quarter turn switch shall be located within easy reach of the driver and control auxiliary electrical accessories on the apparatus. A green indicator light shall be provided and shall illuminate when the switch is in the "on" position. The center console will house a Whelen 295SLSA6 siren control, a low voltage audible alarm, a door ajar indicator light, (3) 120V outlets, (2) USB outlets, and (1) 12V power outlet. Power to the 120V outlets will be provided by a 700-watt inverter mounted in the base of the console. A 31 CFM 12 volt cooling fan mounted in the front shall exhaust heat from the front of the console in combination with fresh air inlets in the rear of the console base. The console has a removable lid to access relays and breakers housed within. The console is constructed from 1/8" 3003-H14 aluminum and is secured directly to the Ford OEM center seat base.

GROUND LIGHTS

Eight (8) Lumabar 12" ground lights led shall be provided. One shall be located under each cab door and two under the truck body. Lights shall be activated by the door switch and have a manual override switch on the siren/light control head.

WARNING LIGHTS

Warning lights shall include the following:

- Whelen Liberty LED LC series 54" lightbar. The lightbar shall be installed on the cab roof. Lightbar shall have clear lenses with red LEDs. The lightbar shall include

white flashing lights for clearing the right away, 2 take down lights and 2 alley lights.

- Two (2) Whelen M6 Series Linear Super-LED red warning lights shall be provided. Rear Lower warning located in Quad Bezel.
- Six (6) Whelen M7- Four (4) on the brush Guard, and two (2) mounted as far forward on the cab fenders one (1) each side.
- Two (2) Whelen M2 Series (1) each side on the cab Fenders.
- Six (6) Whelen M9 series Series Linear Super-LED red warning lights shall be provided. Four (4) on the upper side sides of the apparatus body (2) each side. Two (2) on the upper rear of the apparatus body.

SCENE LIGHTS

Six (6) Whelen Pioneer PCPSM1B Shall be supplied and mounted Two (2) each Side on the upper body and Two (2) on the rear of the apparatus up high.

SIREN AND SPEAKER

A Whelen CENCOM CORE electric siren with warning light, directional, multi switch controller, shall be provided and shall be full function and operate a (2) Whelen SA315 speaker mounted behind the chassis front bumper.

EAGLE SIREN

An Eagle Nesting Mechanical Siren for apparatus with no Bumper Extension, shall be provided and installed on the apparatus. *Location TBD at Prebuild meeting*

REAR DIRECTIONAL

A Whelen TAZ86 30.86" 8 lamp LINZ6 LED rear Directional Light shall be provided. A

REAR STEP BUMPER

A steel 2" x 6" rear step bumper shall be provided with non-slip surface secured to rear chassis frame for access to rear of body. A receiver point shall be provided fabricated into the rear step bumper. 12v power connection for trailer towing shall be included

BATTERY CHARGER & SHORELINE AUTO EJECT

A Kussmaul Auto Eject Model #091-20WP-120, 20 amp 120-volt shore power assembly, cover, and plug shall be installed in the driver's side front face of the apparatus body. The cover shall be yellow. The auto eject will be connected to a Kussmaul Inverter/Charger Model 091-269-12-2000. 2000 watt Inverter, 100amps Max. With 12v Battery Charger, all in one system.

The charger shall include a remote digital display mounted adjacent to the auto eject.

GRAPHICS AND STRIPING

Truck graphics will be provided to match existing customer trucks. A graphics acceptance drawing will be provided to the customer for Approval. A Scotchlite stripe, up to 6 inches in width, shall be provided on the sides of both the cab and body. Printed chevron style Scotchlite striping shall be provided on the rear of the apparatus. The stripes shall consist of 6" yellow and red alternating stripes in an "A" pattern symmetric on the rear centerline of the truck body. A reflective stripe shall be provided in the body rubrails. Each cab door will have a reflective chevron interior panel installed.

Paint, Two Tone- Cab

The Ford F600 Cab will be painted the Race Red or Rapid Red By Ford. REV RTC will provide and Paint the Upper part of the cab Black.

Paint, Two Tone- Body

The upper section of the Body shall be painted FLNA4145 Black.

The paint process of the secondary cab color shall be the same as the primary color. *To match the Ford Red.*

MISCELLANEOUS LOOSE EQUIPMENT

Three (3) triangular warning reflectors with carrying case and One (1) 2.5Lb Fire Extinguisher shall be supplied to satisfy the DOT requirement.

(2) Ziamatic ULLH SCBA Mounting Brackets- *Mounting Locations to be determined and Prebuild.*

Dry Decking shall be provided for all compartment floors.



**REV RTC, Inc Light Rescue Truck
Statement of Warranty
ONE-YEAR WORKMANSHIP
FIVE-YEAR BODY WARRANTY
THREE-YEAR BODY PAINT WARRANTY**

REV RTC, Inc. will guarantee workmanship on all component installation for a period of one year. A five-year warranty against cracking is issued with the aluminum body when used in a normal and reasonable manner. All apparatus components (roll up doors, heavy-duty slides, etc.) shall be warranted under the component manufacturer's standard warranty.

WHAT IS COVERED

WARRANTY APPLIES - This warranty is for all new fire, and rescue apparatus and is extended only to the original user-purchaser on products manufactured by REV RTC, Inc.

- **REPAIRS COVERED** - The warranty covers repair or replacement, at REV RTC, Inc.'s option. Repairs shall be made at a REV RTC, Inc. owned service facility or another approved service facility at REV RTC, Inc.'s option.
- **OBTAINING REPAIRS** - The original user-purchaser must notify REV RTC, Inc. in writing within a reasonable amount of time after any claimed defect has appeared. Transportation costs to and from the servicing center shall be the responsibility of the user-purchaser.
- **WARRANTY PERIOD** - The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. The warranty period for perforation on the aluminum body shall be for a period of **FIVE YEARS**. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus while owned by the original purchaser

WHAT IS NOT COVERED

- Any Cab paint not applied or painted by REV RTC, Inc.
- Damage caused by fire, misuse, negligence or accident.
- Damage caused by theft, vandalism, riot or explosion.
- Damage from unapproved, caustic or corrosive cleaning agents.
- Damage caused by lightning, earthquake, windstorm, hail, flood, or use in an acidic environment.
- Any repairs, modifications, alterations or after market parts added after manufacture without the authorization of REV RTC, Inc.
- Damage from lack of maintenance and cleaning.
- Gold leaf, lettering or striping except that which is affected by repair.
- Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.



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Our joint venture continues to provide warranty support and mobile service throughout the state of Florida and features enhanced capabilities from a larger, better-stocked facility with more trained professionals on staff to serve you.

The REV Technical Center powered by Hall-Mark can take your older apparatus and repair or refinish it to new standards. From complete overhauls, technology and safety upgrades, engine and transmission rebuilds to repurposing chassis, applying new body work with paint and graphics, we are your do-it-all refurbishing facility in Florida.

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- New Chassis
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REV Technical Center provides full service technical and maintenance services for fire apparatus, support units, ambulances, and other specialty vehicles.

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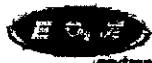
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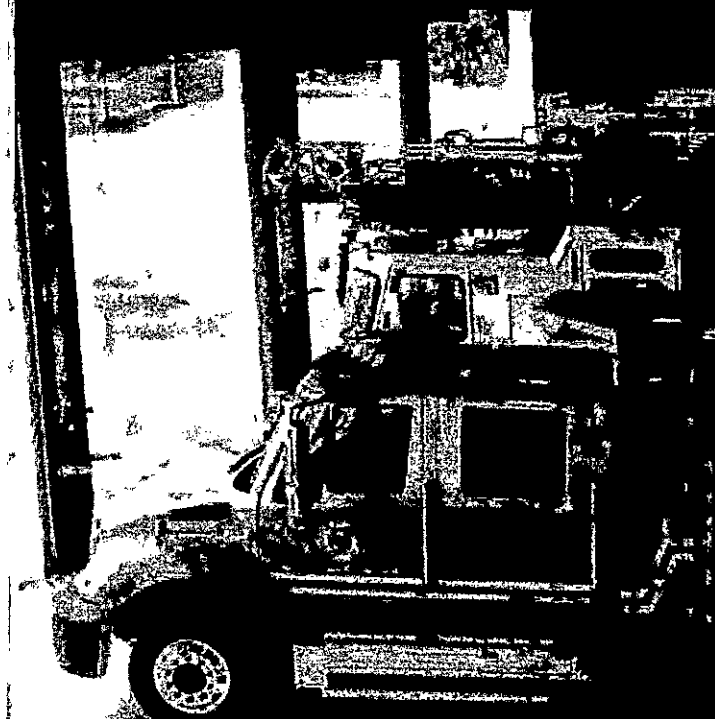
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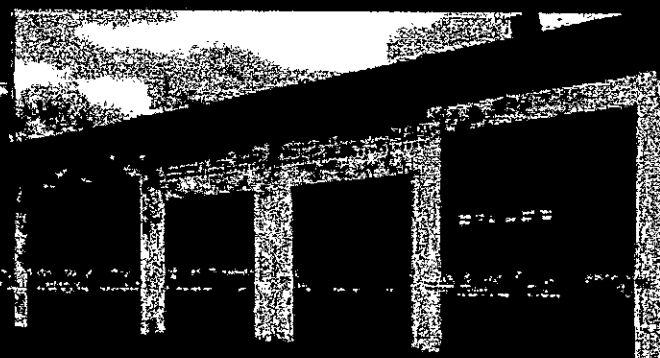
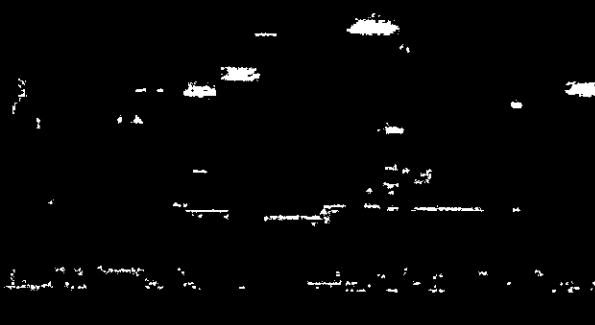
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- Fire and Rescue Apparatus maintenance and repairs
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- Maintenance and repairs for all Fire Apparatus brands.
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- Staffed and equipped for full in-house maintenance and repairs in our new 20,000 sq ft facility
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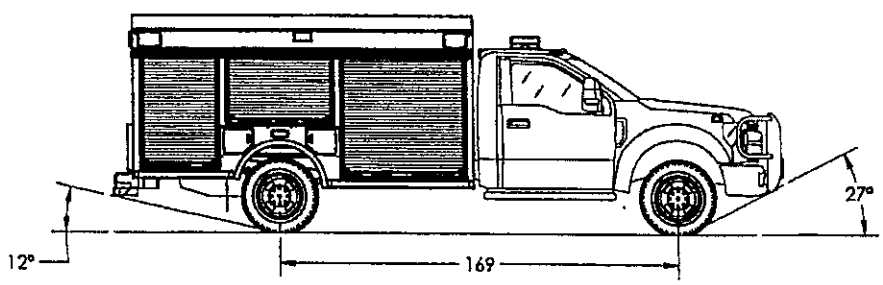
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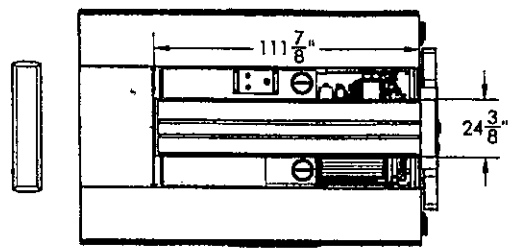
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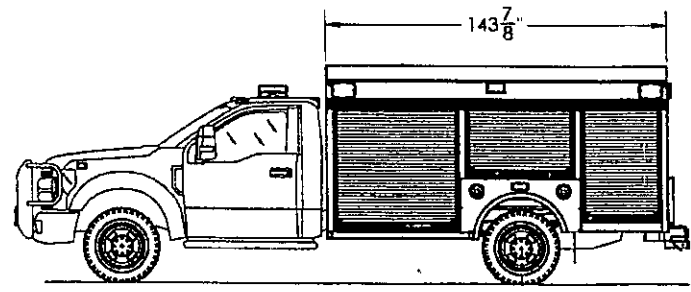
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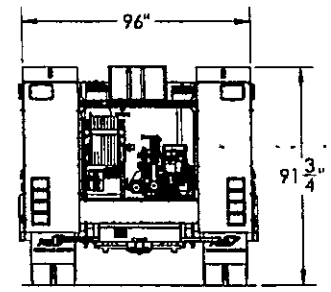
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VENGEANT APPARATUS

Vengeant Apparatus was founded in 2019 by Mark Sallada, owner/founder of 911 Rapid Response. 911 Rapid Response started in 2007 as a wiring and lighting install shop and quickly grew to one of the largest upfitting businesses in the region. After a time as a dealer for a major fire apparatus manufacturer, Mark anticipated the direction the fire service was heading and founded Vengeant Apparatus. Vengeant Apparatus was founded with customer service, building relationships, and product reliability as its top priorities.

Vengeant Apparatus made the strength of our body modules the forefront of our product. Using cage style aluminum construction and extruded corners, Vengeant Apparatus has produced the strongest body modules on the market. All of the boxed aluminum is 3" x 2" x .25" and all members are welded together to construct the modules. No adhesives are ever used during construction of the module. Once construction of the module is finished, it is then mounted to the customer designated chassis. These modules are fully customizable and we offer everything from light rescue bodies to Type 5/6 brush trucks.

Wanting to ensure we have the best fabricators, in 2020 we traveled to Thaddeus Stevens College of Technology in Lancaster, PA and selected their top welding/fabrication student as the newest member of our fabrication team. We currently employ 3 full time



VENGEANT APPARATUS

fabricators and 1 part time. Currently, our fabrication team has over 20 years of combined experience. Our upfit team consists of 3 full time vehicle upfitters and 1 part time upfitter. Our upfitters have experience with all of the major emergency lighting, siren, and electrical component manufacturers. We consider our upfitters "wiring gurus" due to having to wire fully custom vehicles and having to be creative. Our upfitters are also trained to install different pump types ranging from midship pumps to skid units. We also do all of the plumbing for these pumps in house. While we do make our own "stock" body types, we do not make "cookie cutter" vehicles. All of our vehicles can be 100% custom made for whatever the customer requires!

We have successfully completed vehicles for Lake County, Florida, Pepperdine University, California, Honolulu Police Department HazMat, Loudon County, Virginia, amongst others. Our partnership with dealers continues to grow with our recent signing with Atlantic Emergency Solutions. We are also part of the Glick Fire Equipment network, Allegiance Fire Rescue, Fire Safety & Services, and Artemis Fire Apparatus in Canada.

This year we announced the construction of a new building! The new building will be built directly behind our current facility and will add a paint booth to ensure that we are doing as much as we can to make Vengeance Apparatus all in house. We will also be hiring additional



VENGEANT APPARATUS

fabricators and upfitters to ensure that we are keeping up with demand as Vengeant Apparatus continues to grow. We are always looking for new vendors, dealers, and customers to partner with!

Vengeant Apparatus has continuously grown, even during the pandemic, and the future looks bright for us. We look forward to making our name one that is known throughout the industry as one of, if not the, best manufacturers and vehicles on the market and in the industry.



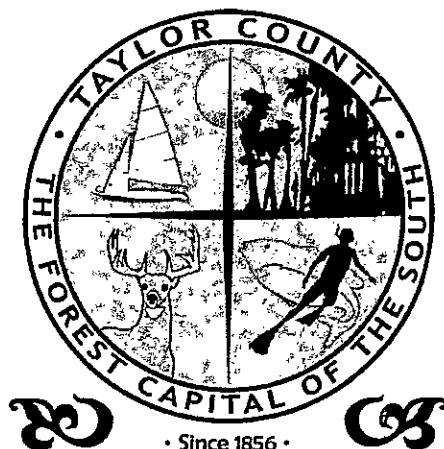
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**Projected project completion is 3-4 months
after chassis delivery. Chassis delivery date is
dependent on chassis availability from the
manufacturer (Ford Motor Company).**



Taylor County Fire Rescue

Brush/Squad



1 - Chassis Specification

- 1.1 Chassis Ford Super Duty Single Cab 2020, F-600
 - 6.7L Diesel
 - XL Trim
 - 4.88 Limited Slip Axle
 - Medium Earth Gray Cloth Interior
 - Power Equipment Group, Trailer Tow Mirrors W/ Heated Glass
 - Payload PLUS package 22,000 GVWR
 - Electronic Shift On The Fly 4 Wheel Drive
 - Heavy Duty Alternator, 240 Amp
 - Dual Batteries
 - Privacy Glass
 - Pre-Collision Assist w/Auto Emergency Braking
 - Skid Plates
 - Value Package: Cruise Control, AM/FM/CD Player
 - 40 Gallon Rear Fuel Tank



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2 - Apparatus body, All Aluminum Rescue Module Body Construction Overview

- The body shall be all-aluminum extruded crowns and corner posts.
- The body shall consist of seven (7) individual exterior compartments. The body shall be mounted on the before mentioned chassis and shall come with a fifteen (15) year structural warranty.
- The body shall measure 12 feet in length, 96 inches wide, and 76 inches tall
- The body shall be constructed of custom-designed aluminum extrusions and aluminum plate. The body shall be designed and engineered specifically for emergency vehicles and shall be built to meet heavy-duty fire and rescue services.
- The body shall be welded construction for maximum strength and integrity for the entire life of the apparatus.
- The aluminum extrusions shall be custom-designed structural shapes that are an alloy of 6061 and heated to a temper of t-6 hardness. The aluminum shapes shall be designed with a force-fit interlock system that shall eliminate any vibration to the welded structural members.
- The interior structural members shall be 2 inches x 3 inches and spaced no more than 16 inches on center. The floor, roof, and sides shall be of cage construction that is built to form an independent structure that shall be self-standing and rigid.
- The body shall then be mounted. No chassis modification shall be required or permitted.
- The exterior walls shall be constructed of 5052-h32 with a heat-treated plate that is stretched and leveled to a tolerance of +/- 0.003. The exterior wall shall be interlocked into place.

2.1 - Roof Construction

- The roof shall be constructed of .1875 inch Thick aluminum plate.
- The roof structure shall consist of 2-inch x 3-inch 6063-t6 aluminum tubing that shall span the full width of the body.
- The roof structure tubes shall be spaced at a maximum of 24 inches on center.
- The roof tubes shall be welded to the diamond plate roof and the inner structural connector of the radius.
- The diamond plate sheet roof shall be completely welded to the roof radius.



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- The diamond plate roof material should go up to the hose bed edge and stop.
- All roof seams and perimeter shall be solidly welded. No caulking or screws shall be utilized or acceptable.

2.2 - Roof Radius

- The roof cove radius shall be an extruded aluminum shape with an alloy and temper of 6061-t6 with an ultimate strength of 42,000 psi.
- The shape shall be a two-inch radius with a built-in inner structural connector to form a one-piece side and roof structure.
- The radius shall be semi-hollow shape for strength, reduced weight, and to also allow passage for electrical wires.
- The roof and side sheets shall fit into the roof radius and shall be welded from the inside/outside of the body.

2.3 - Corner Radius

- The corner radius shall be of the same heavy construction as the roof radius, except there shall be no built-in drip molding. The corner radius shall be a two-inch radius.

2.4 - Corner Radius Continued

- All corners shall be semi-hollow extruded shapes for structural strength and shall give a smooth exterior appearance without bending or forming sheet metal.

2.5 - Rescue Side Structure

- The sides shall be constructed with four corner radii.
- The radii shall be two-inch arc shapes with interlock edges on both sides.
- The extrusions shall be of an alloy of 6063 with a heat-treated temper of t-6.
- The corner and roof shall be designed to work as a system that has a double gusset connector in each corner joint.
- The roof, corner, and sides shall be welded so as no bolts or rivets are required or permitted.
- Sides shall be jig-locked style construction. The jig shall hold the corners and body side panels in place while the inner 6063-t6 structure is welded into place.



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- The members shall be located no more than 24 inches on center and welded to the roof rail, inner structural connector that shall be the roof members.
- The exterior panels shall interlock with the roof, corner, and specially designed extruded aluminum compartment door frame and shall be constructed of 6063-t6 material.
- The door frame extrusion shall be designed to match fit the exterior compartment doors.
- The frame shall be a full 1/4 inch thick to allow taping for door hinges.
- The door frame shall have an exterior trim edge that shall channel any water away from the compartment opening.
- Streetside wheel area shall include a cast aluminum fuel/def lid.
- Wheel area street side shall, rear, the area shall include SCBA bottle cast holder also used for fire extinguishers.
- The wheel area is curbside, front, and rear, the area shall include SCBA bottle cast holders also used for fire extinguishers.

2.6 - Floor Structure

- The floor structure shall consist of 3-inch x 2-inch structural 6063-t6 aluminum tubing spaced specifically for each body style as structurally required. Lateral tubing shall extend the full width of the body between compartment boxes. Spaced no more than 16 inches on center.
- The floor tubes shall be welded to the side structure channels. The interior floor surface shall be covered with a heavy-duty aluminum plate.
- The bottom side of the floor should also be finished with .1875 aluminum and fastened with 1/4-20 stainless hardware. The plate should be removable to mount ground lighting and run wiring within the floor structure.

2.7 - Rear Step Construction

- The rear step of the apparatus shall be constructed of an aluminum diamond plate and include a kicker for minimum body maintenance.
- The step shall extend from the apparatus body with a 3" x 1-1/2" x 1/4" structural "C" channel for strength and integrity.
- The channel shall be placed to form a structural matrix to the chassis and keep the body in a complete modular form.



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- The step surface shall be constructed of the aluminum diamond plate with a minimum 10-inch width with grip style inserts.
- This step shall house the following:
 - To be determined at the final inspection of the vehicle

2.8 - Compartment Construction

- All exterior compartments shall be constructed of a 5052-h32 aluminum plate .125 inches.
- All corners shall be welded.
- Each compartment shall be vented with a minimum four-inch aluminum vent.
- All compartment floors shall be of the "sweep out" style.
- The compartments shall be finished with black PPC coating

3 - Body mounting

- The body structure sills shall run the full length of the body structure.
- The sills shall be welded to every lateral structural member on both sides.
- The chassis and body shall be separated with a 1/2" x 3" non-metal sill.
- The body shall be capable of being removed from and transferred to a new chassis similarly sized to the old chassis.
- There shall be adequate space left between the cab and body allowed for common flexing.
- The body shall be attached to the chassis using 5/8 inch Stainless steel "U" bolts. Powder-coated
- The body shall be mounted as per the chassis manufacturer's guidelines. Additionally, an isolator shall be installed on each "U" bolt at the "U" bolt mounting point and the structural sill.

4 - Vehicle/Body Appearance and Accessories

4.1 - Roll Up Style Compartment Doors

- Each exterior compartment shall have a roll-up aluminum door.
- The doors shall be constructed and installed within the guidelines of the Hansen company.



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- Each slat shall interlock to create a flexible joint. At the end of the slats, there shall be plastic end shoes for easy sliding of the doors.
- The roll-up track shall include a rubber seal.
- Each door location should be equipped with a magnetic switch to control the included interior cabinet lighting.
- Each door shall be equipped with one interior light built within the door rail.
- Doors shall have an automatic locking system that is controlled in the cab with a switch on the Console.
- Hansen roll-up doors shall be painted to match the module (Paint Code PQ)

4.2 - Exterior body trim

- There shall be provided a heavy-duty black PPC coated rub rail installed at the lowest edge of the apparatus body between the wheel well panels and the front and rear rock guard shields and kick plates.
- The front of the body shall have provision to prevent damage from items such as rocks

4.3 - Fenders & Wheel Wells

- The wheel well shall be provided with full fender liners that shall be rolled to eliminate pockets that might trap and collect road dirt.
 - Inner fenders should be removable and held into place with a drill and tapped holes using ¼-20 stainless hardware.
- Fenderettes shall be flexible black rubber for long-term durability

4.4 - Lift Kit and Tires

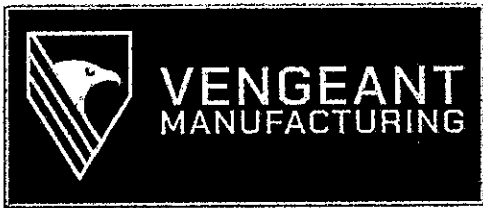
- 3.5" Suspension Lift by Buckstop, Inc. including any replacement items including, but not limited to, coils, shocks, and radius arms
- Toyo M655 245/70R19.5 tires

4.5 - Running Boards

- AMP Research Super Duty Powerstep
 - Automatic Running Board step
 - Black in color

4.6 - Added Underbody Protection

- None added, standard aluminum



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4.7 - Class IV Trailer Hitch

- There shall be provided a Class IV trailer hitch which shall be securely fastened to the chassis/body.
 - Final towing capacity to be affected by department equipment loadout.

4.8 - Rear Mud Flaps

- There shall be provided one (1) set of heavy-duty rear mud flaps.
- The flaps shall be made of thick rubber material and shall be as wide as the dual rear wheels.
- The mud flaps shall be securely fastened to the module body using stainless steel fasteners.

4.9 - Apparatus Painting

- Before applying the first coat of primer, all removable hardware items such as doors, handles, hinges, grab rails, lights, etc. Shall be removed.
- The entire body shall be fully ground smooth and sanded to eliminate any visible welded deflections.
- The priming and final coat application shall conform to the paint manufacturer's guidelines.
- Factory chassis will be Ford Race Red (PQ).
- Paint is covered under a three-year warranty for peeling and lifting.
- Wheels powder coating
- The apparatus shall be painted two-tone black over red.
- The exact paint code and layout will be determined at the pre-construction conference

4.10 - Graphic/Lettering Package

- The vehicle's graphics and lettering shall match the department's current fleet.
- The exact wording and location of the before-mentioned graphics shall be determined at the pre-construction conference.

4.11 - Rear Chevron Striping

- There shall be prismatic reflective striping on the rear of the apparatus body.



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- The chevron shall consist of four-inch wide red and bright lime yellow stripes in accordance with NFPA standards
- The exact layout and design of rear reflective chevron striping shall be determined during the pre-construction conference.

4.12 - Reflective/Non-Reflective Graphics Package

- There shall be provided reflective striping on the doors visible while open.
- The exact layout and design of the reflective stripe package shall be determined during the pre-construction conference.

4.13 - Front Bumper/Winch

- The front of the vehicle shall be provided an aftermarket bumper capable of supporting all lighting, sirens, and winch provisions required
- Warn fixed mounted winch with 15,000LB capacity
 - Mounted in the front bumper

5 - Compartment Layout

5.1 - Street Side Compartment (SS1)

- The area shall be 52 inches high x 50 inches wide x 23 inches deep
- This area shall house the following:
 - 1 ea. 120-volt outlet
 - 1 ea. 2,000-watt inverter/charger
 - 1 ea. 12 Volt power lead hardwired thru ignition switch
 - 1 ea. 12 Volt power lead hardwired thru chassis batteries
 - 1 ea. Ground lead hardwired to the chassis frame
 - 2 ea. Adjustable aluminum shelf w/ lip

5.2 - Street Side Compartment (SS2)

- This compartment shall be located above the wheel well and shall be approximately 32 inches high x 48 inches wide x 23 inches deep.
- This compartment shall have PAC board type mounting on the rear wall for tool mounting



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5.3 - Street Side Compartment (SS3)

- This compartment shall be located between the wheel wells and the rear of the apparatus and shall be approximately 52 inches high x 26 inches wide x 23 inches deep.
- This compartment shall house the following:
 - 2 ea. Adjustable aluminum shelves w/ lips

5.4 - Curb Side Compartment (CS1)

- The area is 52 inches high x 50 inches wide x 23 inches deep
- This compartment shall house the following:
 - 2 ea. Adjustable aluminum shelf w/ lip
 - 1 ea. 120-volt outlet

5.5 - Curb Side Compartment (CS2)

- This compartment shall be located above the wheel well and shall be approximately 32 inches high x 48 inches wide x 23 inches deep.
- This compartment shall have PAC board type mounting on the rear wall for tool mounting

5.6 - Curb Side Compartment (CS3)

- This compartment shall be located between the wheel wells and the rear of the apparatus and shall be approximately 52 inches high x 26 inches wide x 23 inches deep.
- This compartment shall house the following:
 - 2 ea. Adjustable aluminum shelves w/ lips

5.7 - Under Body Compartment - Rear Access (R1)

- This compartment shall be under the hose reel, above the rear bumper, and between the frame rails.
- This compartment shall measure 22 inches wide x 10 inches tall x 12 inches deep

5.9 - Upper Body Compartment - Rear Access Street Side (R2)

- This compartment shall have dimensions required to store one (1) section of hard suction hose and be accessible from the rear of the vehicle.



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5.10 - Upper Body Compartment - Rear Access Curb Side (R3)

- This compartment shall have dimensions required to store one (1) section of hard suction hose and be accessible from the rear of the vehicle.

5.11 - Hose Bed

- Hose bed shall be open to the rear of the vehicle
- The hose bed shall be 48 inches wide x 13 inches tall x 120 inches in length.
- The hose bed shall contain three (3) end-user adjustable dividers
- The hose bed shall be coated with heavy-duty black PPC coating

5.12 - SCBA Wheel Well Compartments

- SCBA cylinder/fire extinguisher wheel well compartments shall be located just before and after the wheels where not in use by fuel fill/DEF.

6 - Compartment Accessories

6.1 - Adjustable Shelves

- There shall be provided six (6) aluminum adjustable shelves.
- The shelves shall be constructed of .188 inch aluminum for durability and ease of mounting equipment.
- The shelves shall be fully adjustable from 6" down from the top of the compartment to the bottom.
- Shelving hardware shall be of the unistrut "C" channel design and locking jam nuts.
- The exact location of adjustable shelves shall be determined during the pre-construction conference.

6.2 - Compartment Floor Matting

- There shall be provided dri-deck or equivalent located in trays only.
- The tiles shall be custom fitted to the individual area and shall assist in protecting the surface of the compartments from damage.

6.3 - Tool Mounting

- Provisions will be made for tool mounting not previously addressed. These items shall be determined at the pre-construction conference.



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6.4 - SCBA Storage

- There shall be two (2) SCBA mounting brackets. The location and style of brackets shall be determined in the pre-construction conference.

7 - 12 Volt DC Electrical System

- The apparatus body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits.
- The electrical systems and associated equipment shall comply with all federal motor vehicle safety standards, federal motor carrier safety regulations, and shall also conform with all applicable SAE recommended standards and practices
- All wiring shall be permanently color-coded and marked to identify each wire.
- Wiring shall be routed in conduit or loom that protects from chafing and rated at a minimum of 300 degrees Fahrenheit.
- All conduits loom, and wiring harness shall be secured to the body or frame.
- All electrical system components and wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

8 - Battery Charger / Inverter

- There shall be provided a Xantrex model 807-2055 2000 watt inverter / 55 amp battery charger with a built-in switch.
 - 120V outlets shall remain active with shoreline power.
 - 120V outlets become active when the shoreline is not present, the vehicle is running and a load is sensed.
- The charging system shall come complete with a remote display graph bar and operator's panel.
- Included in the system shall be a Kussmaul 15 amp Auto Eject shoreline receptacle that shall provide 120v service when activated.



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9 - Audible Warning Systems

9.1 - Siren / light control

- There shall be provided and installed a Whelen Cencom Core electronic siren and light control system. Including OBD 2 interface module.

9.2 - Siren speakers

- There shall be provided two (2) each Whelen SA315P 100 watt electronic speakers mounted to have optimum forward audible output.

9.3 - Mechanical Siren

- A recessed Eagle mechanical siren shall be installed, control locations to be determined at pre-construction conference.

10 - Visual Warning Systems

- All of the following lighting shall be mounted to the vehicle per manufacturer specifications.
- The lighting shall be positioned to provide adequate coverage on all zones of the vehicle.

10.1 - Roof Mounted LightBar

- 1 ea. 54" Whelen Liberty II lightbar w/ clear lens and red LED, includes full flashing white takedowns and alley lights. Cab mounted with vehicle-specific brackets.
 - Led flood/alley function shall activate when side cab doors are opened, side specific.
 - Light Bar shall have the ability to auto-dim in nighttime conditions.
 - The white warning shall only flash on slider position 3.
 - The rear of the bar is to be depopulated to avoid body reflection.

10.2 - Front of Vehicle

- 4 ea. Whelen M series LED w/ clear lens and red LED, flush-mount flange sized to fit on bumper/grille guard
 - The above lighting shall be mounted on the push bumper/grille guard of the vehicle, final placement is to be determined at the pre-construction conference.



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- Flashing high beam lights (wig-wag) shall be on slider position 3.

10.3 Side of Vehicle

- 2 ea. Whelen M4 series LED w/ clear lens and red LED, black flange.
 - The above lighting shall be mounted on the truck chassis, front fenders, just after the headlights, before the front wheels.
- 2 ea. Whelen M7 LED w/ clear lens and red LED, black flange.
 - The above lighting shall be mounted on the apparatus body, lower level, centered directly above the rear axles.
- 4 ea. Whelen M9 LED w/clear lens and red LED, chrome flange
 - The above lighting shall be mounted on the apparatus body, upper level, 1 each just after the front edge of the body, and 1 each just before the rear edge of the body.

10.4 Rear of Vehicle

- 2 ea. Whelen M9RC led w/ clear lens and red LED
 - The above lighting shall be mounted at the top of the apparatus body "rear".
- Custom-built arrow stick
 - Whelen T series Ions (amber)
 - Set to come on flash pattern with warning lights
 - Left, center out, and right arrow control
 - Mounted below hose bed and above hose panel
- The following emergency and DOT lighting shall be mounted in a Whelen 4 light housing.
- 2 ea. Whelen M6RC clear lens w/ red LED.
- 2 ea. Whelen M6BTT Brake/Tail/Turn.
- 2 ea. Whelen M6T Amber turn signal sequential chevron arrow
 - Set to flash pattern on third rocker switch
- 2 ea. Whelen M6ZC gradient high output back up light
 - 1 ea. M6RC, M6BTT, M6T, M6ZC shall be mounted in a black four (4) light bezel.

11 - DOT Lighting

- There shall be provided the proper number of LED style ICC / marker lights located on the apparatus body above the drip rails.
- Stop/Tail/Turn/Reverse lights are previously mentioned.



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- Rear markers are located on the rear running board.

12 - Scene Lighting

12.1 - Body Mounted Scene Lights

- 4 ea. Whelen PCPSM1B Spot/Flood single panel light, black flange.
 - The above lighting shall be mounted on the apparatus body, upper level, 1 ea just after the M9 warning light, and 1 ea just before the M9 warning light previously mentioned.
- 2 ea. Whelen PCPSM1B Spot/Flood single panel light, black flange.
 - The above lights shall be mounted in the rear of the vehicle.
 - Lights shall activate when the vehicle is in reverse.

13 - Accessory Lighting

13.1 - Underbody Lighting

- 8 ea. Tecniq E10 white led underbody lights, stainless bracket.
 - Lighting shall provide even coverage on the sides and rear of the vehicle.
 - All the above lighting shall be activated automatically when the vehicle is in park.

13.2 - Accessory Reverse Lighting Control

- The rear scene lights should activate when the vehicle is placed into reverse.

14 - Drivers/Cab Area Configuration

14.1 - Console

- The console shall be constructed from .75 inch Birch plywood covered with a heavy-duty SharkX coating.
- All switches shall be illuminated and properly identified. Additionally, there shall be provided areas to mount department supplied mobile radio, charger, charger, and a computer system along with department maps and clipboard
- Door ajar LED light fixed on Console to illuminate when activated



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15 - Reverse Safety Systems

15.1 - Back up alarm

- There shall be provided an automatic backup alarm that activates when the vehicle is placed in reverse.

15.2 - Back up camera

- A Rosco rear backup camera shall be installed w/ auto on when the vehicle is in reverse.
 - LCD Screen will be located in the rearview mirror area.

16 - Radio Installation

- There shall be provided ample supply wiring, and antenna coax wire for installation of a department supplied radio.

17 - Water Movement & Controls

17.1- Pump Module

- CET Skid Unit
- CET 23HP SM-PFP-HPVGD-MR Pump Vanguard Engine
- Electric start
- 3 Gallon aluminum fuel tank
- 450 Gallon water tank
- 15-gallon drop-in foam cell
- Scotty A&B foam system with hardware
- (1) 1" tank fill, push-pull
- Electric hose Reel (EF4038-17-18RT), push-pull
- 150' 1" hard rubber hose
- 12v pump for foam filling
 - Hose connection and momentary switch shall be located on the pump panel.
- The fire pump shall be equipped with a 12v primer pump.
- There shall be a pump panel fabricated on the rear of the truck.
 - The panel shall be PPC black



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- All connections will be connected to the skid unit to be controlled from the pump panel
- The panel will have Fire Research monitoring systems for water and foam levels
- The pump panel shall be equipped with a 12v exhaust fan to adequately circulate air to prevent the pump from overheating. Fan shall be controlled by the same switch as the pump
- Fire pump exhaust shall be plumbed to exit the vehicle from below.

17.2 - Plumbing

- Priming
 - 12-volt momentary control
- Discharges
 - (1) 1" Tank fill
 - (1) 1" Rear Booster hose, push pull
 - (1) 1.5" Preconnect located in the hose bed with push-pull control
 - (1) 2.5" Rear discharge, push-pull control with chrome 2.5"-1.5" reducer and cap.
 - Discharges shall be threaded for fire hose-type thread pattern.
- Intake
 - (1) 2.5" Rear suction
 - (1) 2.5" tank to pump, push-pull control

17.3 - Hose Bed

- There shall be a hose bed fabricated over top of the pump and tank module.
 - Hose bed shall allow enough clearance for the unit to operate correctly while providing access to the water and foam fill towers.



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18 - Documentation and Inspections

18.1 - Pre-construction conference

- There shall be a required pre-construction conference in the selected manner of the department before any construction can begin.
- At least one representative from 911 Rapid Response shall be in attendance.
- This pre-construction conference trip shall consist of up to two (2) members from the department. *(Airfare, lodging, and meals shall be included in this specific trip).*
- A tour of the facility, including other current builds, shall be done before the pre-construction conference.
- At this meeting, both parties shall again go over the specifications to ensure that the apparatus is built to meet or exceed all requirements.
- After this meeting, the representative of 911 Rapid Response shall present the department with a copy of the written work order to be used in production.
- Meeting may be done remotely

18.2 - Detailed, Scaled Drawings

- After the pre-construction conference, there shall be provided a set of 3D model layouts to be used in the production process.

18.2 - Pre-delivery inspection

- There shall be a pre-delivery inspection trip at the 911 Rapid Response facility in Annville, Pennsylvania.
- The inspection trips shall consist of up to 2 members from the department who shall inspect the apparatus to ensure compliance with all specifications. *(Airfare, lodging, and meals shall be included in this specific spec).*



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20 - Warranty Information

20.1 - Warranty

- Warranty claims will be handled by the dealer or by Vengeant Apparatus after appropriate discussion with the dealer first.
- Vengeant Apparatus offers a 1 year Bumper to Bumper Warranty on the entire vehicle. If the warranty issue is related to the chassis the appropriate dealer for that manufacture will need to handle the claim. We will ensure a smooth process.
- Vengeant also offers a 15 year warranty (lifetime warranty) on the body itself.
 - Cover broken or defective welds
 - Integrity of the metal structure
- Paint carries a 3 year warranty against lifting, excess fading and peeling.
 - Any misuse from the customer is not covered. Including but not limited to a reaction from something applied to the paint and in proper care of general maintenance.
- The Chassis will retain all factory warranties.
- All other attached equipment such as roll up doors, warning products, hinges, tarps, lift kits, pumps, skid units, tanks are covered under their own manufacture warranty policy which may or may not include labor and shipping coverages. The dealer has the option to cover said product under the manufacturer's warranty and can charge an hourly rate for the repair if deemed necessary. This choice is decided between the customer and the dealer after the 1 year bumper-to-bumper warranty expires.
- Graphics
- Under the bumper to bumper warranty covers the lifting and peeling of applied vinyl graphics to painted surfaces. The separation of vinyl from lamination is also covered.
- Graphics are not covered if there are indications burning or etching.



Taylor County Fire Rescue

Brush/Squad

21 - Delivery/Acceptance

- Upon acceptance of the vehicle at final inspection, Vengeant Apparatus will facilitate delivery of the vehicle.
- At the time of acceptance, Vengeant Apparatus will provide at least one (1) day of in-service training for the entire apparatus operation.

Quote # 25023

Your Vehicle Value: \$240,250.00

Minimal Payment terms:

1. 25% due at signing
2. Chassis cost due when chassis is delivered
3. Balance due at pick up

TO APPROVE, RETURN SIGNED COPY: 911 Rapid Response LLC, owners, or employees hold no legal responsibilities on any misuse of items purchased. By accepting this quote, you are approving all custom spelling, designs, layouts & products as presented. Customizations can not be canceled or returned. The cancellation fee of an approved quote is 5% of the total cost and a \$25 processing fee. If the manufacturer charges a restocking fee for any items, the customer is responsible for charges. No returns on any items after 30 days. Manufacturer restocking fees can be up to 30%. The customer is liable for additional shipping charges for freight from the manufacturer, even though such a charge may not be reflected on this quote. Past due invoices will accrue a minimal 5% monthly fee & court cost. Customers will be notified of any changes to the product and will need to approve before moving forward. All items, including vehicles, listed within this quote may be used for social media & advertising purposes. Payment via wire transfer or check only. This is a contract between the customer, (Example spec) Fire Department, and the manufacturer, Vengeant Fabrication, aka Vengeant Apparatus, 911 Rapid Response.

I am authorized to sign on behalf of the department and understand all terms. The department administration is fully aware of this approval.

Print Name: x_____ Position: x_____

Sign Name: x_____ Date: _____

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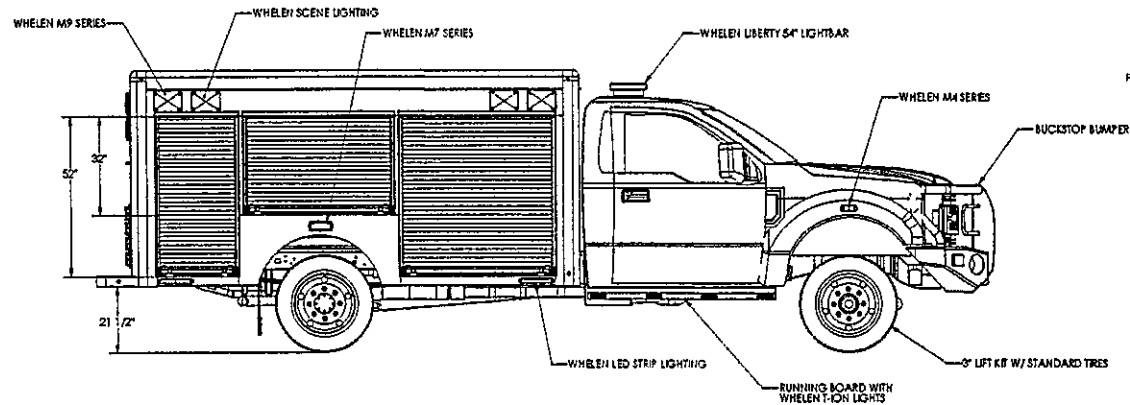
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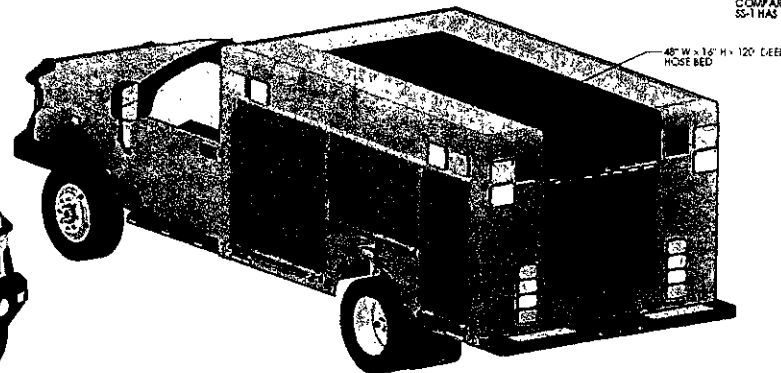
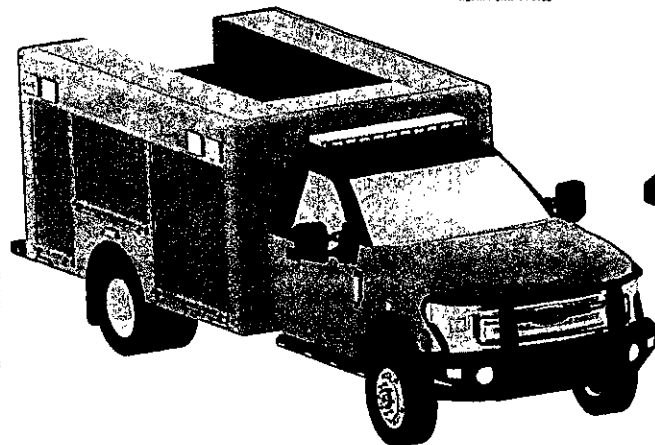
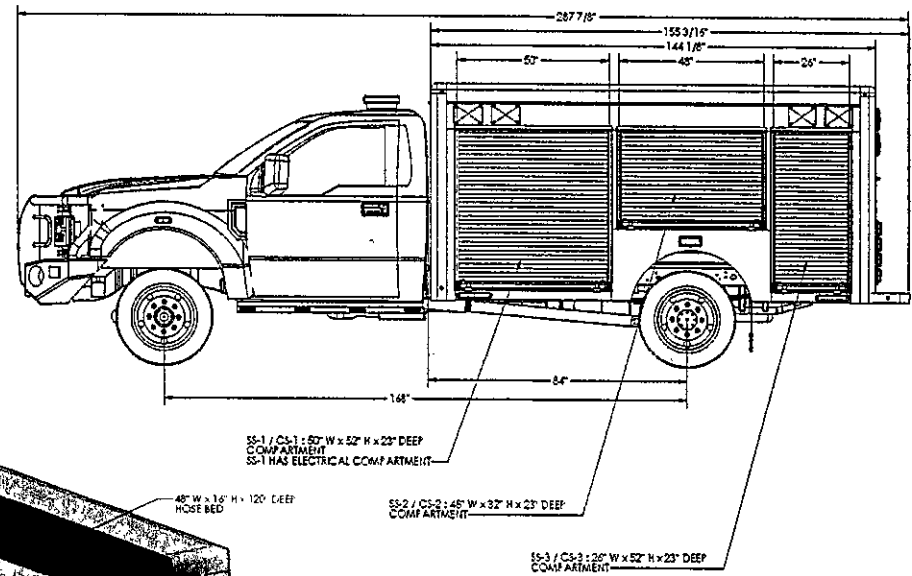
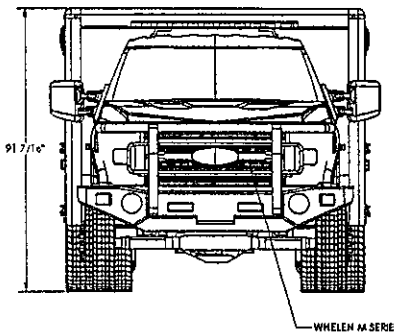
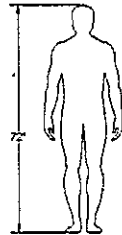
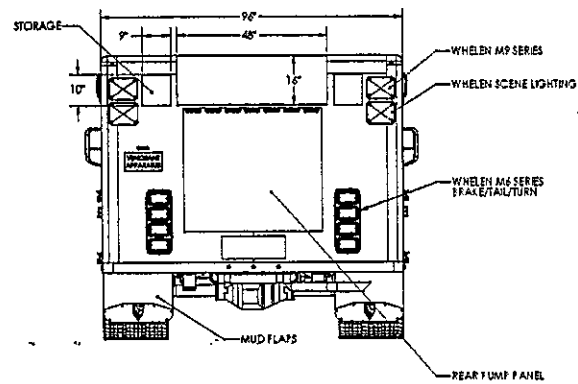
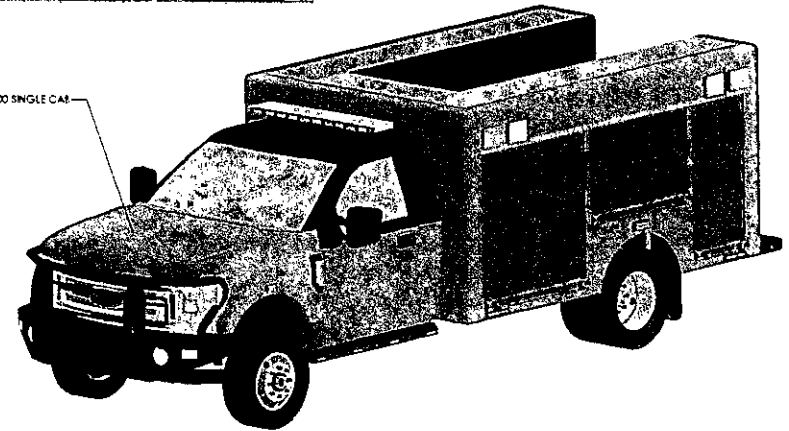
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FORD F-600 SINGLE CAB



VENGEANT APPARATUS
DESCRIPTION
REQUESTED SPEC

SIZE DWG. NO. REV
D TAYLOR COUNTY
SCALE: 1/8" = 1'-0"

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Above all in sERvICE - since 1925™

100 Erie Insurance Place
Erie, PA 16530
www.ErieInsurance.com

September 27, 2021

To Whom It May Concern:

Re: File #651578126 - 911 Rapid Response, LLC & Vengeant, LLC
Letter of Bondability
Attorney-In-Fact: Miller Insurance Protection Team

We are pleased to confirm our surety relationship with 911 Rapid Response, LLC & Vengeant, LLC.

It is our intention to provide performance bonds for single jobs up to \$500,000 on the following conditions: favorable review of bid results, contracts, and bond forms acceptable to the Erie Insurance Group.

Any arrangement for surety credit is a matter between the contractor and our Company. We assume no liability to you or third parties, if for any reason we do not execute a bond.

If you have any questions, please contact our attorney-in-fact.

Edward Mazzeo
Surety Underwriter

CC: FILE, AIF



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PART 3:

DETAILED PROPOSAL DRAWING

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**PROPOSAL PRICE; PERFORMANCE BOND WILL BE PROVIDED IF
ROSENBAUER IS AWARDED THE CONTRACT, ANTICIPATED COMPLETION
TIME FRAME**



PART 1

ROSENBAUER SOUTH DAKOTA COMPANY OVERVIEW

Please allow us to share with you a brief summary of the history and condition of Rosenbauer South Dakota, LLC formally known as Central States Fire Apparatus, LLC, Rosenbauer America Companies.

Rosenbauer South Dakota, LLC is located in Lyons, S.D., where it manufactures a complete line of fire apparatus including pumpers, tankers, rescue units, etc. The company operates in modern facilities consisting of 155,000 sq.ft., which features computer controlled fabricating equipment, down-draft paint booths and CAD system. Production currently averages over fifty (50) units per month.

Rosenbauer South Dakota began manufacturing fire apparatus in 1979 and incorporated under the laws of South Dakota in 1982. The company specializes in extruded aluminum construction that has been field proven for over twenty-eight years.

In view of the changes that our industry has gone through in the past few years, we felt it was important to take advantage of economies of scale, yet be aligned with an organization that is 100% committed to the fire service. Thus, on 5-1-98 Rosenbauer South Dakota merged with Rosenbauer, International of Leonding, Austria and (Rosenbauer Minnesota (General Safety)) of Wyoming, Minnesota. Rosenbauer South Dakota looks forward to the opportunity of expanded growth in the domestic and international markets.

Rosenbauer South Dakota is a profitable, financially secure company, and is listed and rated by Dun & Bradstreet. For your convenience, Rosenbauer South Dakota's Duns number is 10-229-2117. Rosenbauer South Dakota's Bank is the Home Federal Savings Bank in Crooks, SD. The contact person at the bank is Mr. Randy Snyders. Rosenbauer South Dakota's Federal ID# is 46-0448012.

Thank you for considering a Rosenbauer unit. We are sure that you will be more than pleased with a quality apparatus from Rosenbauer.

Feel free to contact us with any questions or concerns you may have regarding our proposal for fire apparatus.



ISO 9001:2015 CERTIFIED

Rosenbauer America has achieved ISO 9001:2015 certification

Scope: Design, manufacture and sales of fire trucks and accessories

SD Certificate Number: TRC 01054 | Expiry Date: 3-12-2024

MN Certificate Number: TRC 01056 | Expiry Date: 8-28-2022

ISO 9001 is defined as the international standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements.

QUALITY POLICY

To provide firefighters with the most reliable, safe, innovative and cost competitive fire apparatus possible.

We do this by continuously improving quality through investing in production, our personnel and our systems.



Rosenbauer America - Fire Trucks/Fire Apparatus & Emergency Response Vehicles

WHO WE ARE

Welcome To Rosenbauer



With more than 150 years of manufacturing experience, Rosenbauer is a global leader in firefighting technology and resources. We are the world's largest manufacturer of fire equipment with eleven manufacturing locations worldwide. A family-owned business that was founded in 1866, Rosenbauer has built global partnerships that have helped us build the most innovative and safest firetrucks on the market.

At Rosenbauer, we develop the latest technology and build the toughest vehicles. That's because when lives are at stake, anything less can be catastrophic. Our vehicles, production teams and service personnel are ready to do whatever it takes to ensure your community's safety and satisfaction. Rosenbauer America is the most preferred and trusted brand in the industry.

Our Unyielding Mission & Core Values

The purpose of Rosenbauer America is to support the mission of saving lives and protecting property.

- Ethics

- Accountability
- Passion
- Teamwork
- Family

Every detail counts. Every time.

Every apparatus at Rosenbauer is manufactured by skilled craftsmen who genuinely care about the final product. Every option, from body style to the way the unit is finished, is tailored to individual needs.

Rosenbauer's sales and engineering departments work as a team. The company's estimating, engineering, sales staff, floor managers and supervisors have a depth of experience and can draw on worldwide resources to ensure the best customer experience and a rock-solid product.

Rosenbauer North America - Fire Truck image video

**The Strength of Rosenbauer**

The quality of our firefighting vehicles is reason enough to choose Rosenbauer for your firefighting needs. But there are even more advantages to doing business with us.

- World's largest producer of firefighting vehicles and solutions
- Over 140 years of continued manufacturing experience
- Over 2,000 employees worldwide, including 850 in North America
- Over 2,000 vehicles produced worldwide annually including 700 in North America
- Sold and serviced by 40 independent dealerships with over 250 sales and service professionals!

FAMILY-OWNED, FAMILY CULTURE

- Rosenbauer America is a 50-50 partnership between North American and European families
- Family members still control the majority of Rosenbauer stock
- Decisions about investments in product, facilities and research are based on long-term goals – not

short-term profits

- Rosenbauer is still managed by family members
- You can still speak with a family member



Jayson Kranz

WORLDWIDE RESOURCES AND INNOVATIONS

- 11 production facilities on four continents
- Ability to share cutting-edge global technology with all firefighters
- Open space cabs
- Roll-up doors
- Rear-mount pumps
- Equipment storage systems

INNOVATION AND CUSTOMIZATION

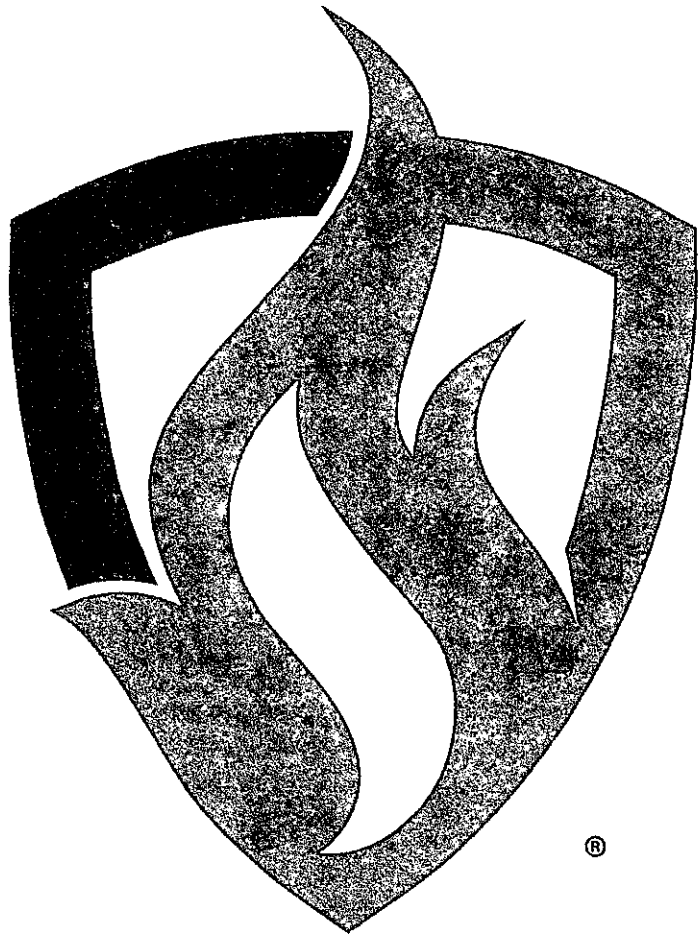
- Ability to manufacture to your needs
- Latest 3D engineering programs
- Widest range of products available
- Innovation
- Smart aerial controls
- High pressure foam
- Green Star Idle Reduction Technology
- EZ Load hose bed
- Safe Scene control panel
- Self-leveling aerial turntable
- Simultaneous normal and high pressure pumping systems

FINANCIAL STABILITY

- Over 150 years of financial stability
- Rated by Dunn and Bradstreet
- Excellent financial ratios show longevity
- Long-term parts and service
- No concern of losing your investment

Back to Top

Fire Apparatus Manufacturers' Association



F A M A

Certificate of Membership

In accordance with its bylaws,
FAMA affirms that

Rosenbauer America, LLC

meets the membership qualifications
and is a member in good standing through

2021

Jeromie Johnston
FAMA Board President



PART 2

PROPOSAL SPECIFICATIONS
FOR TAYLOR COUNTY BOCC
ROSENBAUER QUICK RESPONSE SQUAD
FIRE APPARATUS

BID INTRODUCTION AND SPECIFICATIONS

The enclosed proposal package of specifications and drawings represent a complete apparatus that meets the intent of the detailed specifications as published by the Fire Department. There are minor differences in manufacturing methods and equipment as all builders use their own engineered system of fabrication that have been tried and proven over the years.

All clarifications or exceptions are listed on a separate titled "Clarifications/Exceptions".

For additional options pricing, please see the page title "Options".

Please take time to review the enclosed drawing and specifications. You will find that the enclosed proposal has been assembled to meet and in many areas exceed the published specifications.

Rosenbauer has implemented an in-plant ISO Certified quality management system. The system includes review and analysis of engineering and design, manufacturing process, installation, finish and service. The system includes review and analysis of engineering and design, manufacturing process, installation, finish and service. All units shall meet NFPA, ISO, and FMVSS requirements.

ROSENBAUER has submitted "proposal" blueprints which are "representative" of the vehicle being proposed and these have been generated on computer-aided-design (CAD) equipment.

The blueprints are provided as follows:

<u>Sheet No. 1:</u>	Left side exterior view
	Right side exterior view
	Rear exterior view
	Front view
	Top View

ROSENBAUER shall be provide construction drawings for approval prior to actual construction of the vehicle.

The design of the equipment is in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.

All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.

Parts and components will be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

NFPA EQUIPMENT ALLOWANCE

In compliance with NFPA #1901 standards, the apparatus shall be engineered to provide an allow of 2000 pounds of fire department provided loose equipment.

CENTER OF GRAVITY

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard. A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width.

OVERALL HEIGHT

An overall height restriction has not been specified for this apparatus.

OVERALL LENGTH

An overall length restriction has not been specified for this apparatus.

OVERALL WIDTH

An overall width restriction has not been specified for this apparatus.

WHEELBASE: 169.30"

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

CONTRACT CHANGE NOTICE

The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

After execution and acceptance of this Purchase Process, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

To ensure the proper engineering and construction of the purchaser's custom fire apparatus in a timely manner, the contractor shall consider the order final and complete after any changes made during the pre-construction conference are mutually approved. Change orders requested after the pre-construction conference are discouraged. It shall be understood and agreed that any changes, if approved, after the order has been released to Engineering, shall constitute a valid cause for production delay and without penalty to the contractor.

PERFORMANCE BOND

A 100% Performance Bond, which guarantees delivery AND performance shall be supplied within 20 days of award of the contract.

PRE-CONSTRUCTION CONFERENCE (AT ROSENBAUER SD)

A pre-construction conference shall be conducted at the apparatus manufacturer's factory at which time all final designs and equipment mounting locations will be approved, prior to any sheet metal being cut. A factory employed design engineer shall be present during the pre-construction conference to answer any design, and/or engineering questions relating to the layout of the apparatus. Air travel, meals, and lodging expenses shall be included for two (2) fire department representatives.

FINAL INSPECTION TRIP (AT ROSENBAUER SD)

Inspection trip for two (2) Fire Department personnel shall be made to the facility at the completion of construction of the apparatus. The factory or dealer shall consult with Fire Department personnel as to the proper timing of the inspection trip. Air travel, meals, and lodging expenses shall be included.

DELIVERY

Final delivery of the completed apparatus shall be made after a complete pre-delivery inspection has been completed at NAFECO in Decatur, Alabama.

One (1) day of NFPA 1901 required basic apparatus familiarization training shall be provided at the fire department location.

MAJOR WARRANTIES

We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days

after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.

FIRE PUMP WARRANTY

A three (3) year limited warranty for the CET fire pump shall be provided.

PLUMBING WARRANTY

Rosenbauer shall provide a ten (10) year warranty on the galvanized steel and stainless steel (as applicable) plumbing components and installation, EXCLUSIVE OF THE PUMP AND VALVE WARRANTIES.

FOAM TANK WARRANTY

CET Fire Pumps, Mfg. Warrants each CET Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in fire suppression). The CET tank must be installed in accordance with the manufacturer's installation manual. Every CET tank is thoroughly inspected and tested for leaks before leaving our facility. Should any problems develop with your booster/foam tank and will not meet performance criteria during the service life of the vehicle, notify CET in writing or call our TOLL FREE SERVICE HOT LINE. Provide CET with the serial number and a description of the problem.

We will repair, or at our option, replace the tank with a new CET tank. CET will cover, within the first (3) years, customary and reasonable costs to remove, repair, re-install, with travel expense. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have, been altered, defaced or removed. CET will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF CET.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you!

Please refer to the CET Warranty Certificate included in this bid for complete warranty details

WATER TANK WARRANTY

CET Fire Pumps, Mfg. Warrants each CET Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in fire suppression). The CET tank must be installed in accordance with the manufacturer's installation manual. Every CET tank is thoroughly inspected and tested for leaks before leaving our facility. Should any problems develop with your booster/foam tank and will not meet performance criteria during the service life of the vehicle, notify CET in writing or call our TOLL FREE SERVICE HOT LINE. Provide CET with the serial number and a description of the problem.

We will repair, or at our option, replace the tank with a new CET tank. CET will cover, within the first (3) years, customary and reasonable costs to remove, repair, re-install, with travel expense. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have, been altered, defaced or removed. CET will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF CET.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

Please refer to the CET Warranty Certificate included in this bid for complete warranty details

ALUMINUM BODY WARRANTY: 20 YEARS

Rosenbauer America, LLC warrants to the original purchaser only, that the all aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of TWENTY years.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

PAINT WARRANTY

The AkzoNobel paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of FIVE (5) year beginning the day the vehicle is delivered to the purchaser.

The full apparatus body, manufactured and painted by Rosenbauer America, LLC, shall be covered for the following paint failures as outlined on the guarantee certificate:

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective AkzoNobel finishes, which are covered by this guarantee.

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original purchaser.

Paint warranty on the ROM roll-up doors is provided by ROM.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

LETTERING WARRANTY

Rosenbauer America, LLC warrants to the original purchaser only, that the lettering and striping, installed by Rosenbauer America, LLC, will remain free from defects for a period of one (1) year under normal use.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this item, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

BODY MANUAL - PRINTED WITH DIGITAL COPY

Rosenbauer shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be in a notebook type binder, with reference tabs for each section of the vehicle. In addition to the printed material, a digital copy shall be provided.

Within each section shall be:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components of the body portion of the apparatus
- Technical publications for training and instruction on major body components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided

FORD F-Series CHASSIS

A Ford F-Series chassis, per the attached specifications, is furnished with this proposal.

CHASSIS MODIFICATIONS PER NFPA 1901

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

Location shall be in the driver's compartment or on driver's door.

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

There shall be two tow eyes furnished under the rear of the body and attached. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/8" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook.

TIRE PRESSURE INDICATORS

There shall be a tire pressure indicator, p/n RWTG1235, at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

APPARATUS BODY DESIGN AND CONSTRUCTION: ALL-ALUMINUM APPARATUS BODY

BODY WIDTH AND LENGTH:

Overall width: 96"

Overall length, not including rear step: 144" (12')

BODY CONFIGURATION

The aluminum body shall be 144" long (not including rear step), with an 84-in cab to axle. Please reference bid drawing for compartment dimensions. The body compartments shall be full depth from top to bottom. Each compartment shall be approximately twenty-three and one-half inches in depth. The open area between the body sides shall be 48" wide for storage of a water tank, booster reel, and fire pump system

COMPARTMENT FLOORS

The compartment floors shall be constructed of smooth aluminum plate (5052 marine grade alloy) to match the compartment interior walls.

EXTRUDED ALUMINUM SUB-FRAME

The main body sub-frame shall be extruded aluminum and be fully welded to the longitudinal frame rail extrusions that are mounted parallel to the chassis frame rails.

The main body sub-frame shall be constructed of no less than four (4) extruded aluminum tubes running full width of the apparatus body. A minimum of two (2) full body width tubes shall be provided ahead of and behind the rear axle forming the main body support crossmembers. The main crosstubes shall be fully welded to the vertical and horizontal extrusions forming the body super-structure, described elsewhere herein.

For added strength and rigidity, no less than six (6) intermediate body crossmembers shall be provided constructed extruded aluminum tubes.

The intermediate structural crossmembers shall be interconnected and welded to the main body tubular crossmembers forming a fully welded support grid for the body super-structure compartments.

The subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

The tubular extrusion shall consist of 1-3/4" x 3" rectangular tubes of both 1/8" and 3/16" wall thickness and 3" x 3" square aluminum tubing of both 1/8" and 3/16" wall thickness.

ALL-WELDED HEAVY DUTY ALUMINUM BODY

The body shall be fabricated entirely of heavy duty structural aluminum extrusions, marine grade smooth aluminum sheet and aluminum treadplate.

The aluminum extrusion alloy shall be 6061 with a temper rating of T6, and have a tensile strength of 45,000 PSI. The aluminum extrusions shall 3" x 3" aluminum tubing, 1-3/4" x 3" aluminum tubing and 3" x 3" aluminum angle and specially designed extrusions, up to .250" wall thickness.

The smooth aluminum sheet material alloy shall be 5052 marine grade with a temper rating of H32, and have a tensile strength of 33,000 PSI.

The aluminum treadplate alloy shall be 3003 with a temper rating of H22, and have a tensile strength of 30,000 PSI.

The extrusions shall be designed as structural-framing members with the smooth aluminum and treadplate fabricated to form compartments, hosebeds, and floors. All aluminum materials shall be welded together using the latest mig spray pulse arc welding system.

Compartments shall be sweep-out design and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity. To ensure maximum storage space, the apparatus shall be constructed without any void spaces between the body and the compartment walls. All exterior compartments shall have polished aluminum drip moldings installed above the doors where necessary to prevent water from entering the compartments.

FASTENERS

All aluminum and stainless steel components shall be attached using stainless steel fasteners.

Compartment door hinges, handrails and running boards shall be attached using minimum 1/4" diameter machine bolt fasteners. 3/16" diameter fasteners shall only be used in nonstructural areas such as; door handles, trim moldings, gauge mounting, etc.

EXHAUST HEAT SHIELD

A heat shield shall be installed under the body in the areas where the exhaust system is routed.

PAINTED ROLL UP DOOR CONSTRUCTION: PAINT COLOR TO MATCH BODY RED COLOR

The roll up doors shall be fabricated from aluminum extrusions and be manufactured and assembled in the United States. The doors shall be painted with ROM's exclusive wet paint finish system for a high gloss.

The door slats shall be double-wall extrusions with dimensions of 1.366" high x .315" thick. The exterior surface shall be flat and the interior surface concave to deflect loose equipment to prevent the door from jamming. Each slat shall have interlocking end shoes to prevent the slat from moving side to side resulting in binding of the door. Each slat shall be separated by a co-extruded PVC and rubber inner seal to prevent metal to metal contact and minimize dirt and moisture from entering the compartment. The inner seal shall not be visible from the exterior to maintain a clean appearance of door. The slats shall have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects. The track shall be a one (1) piece aluminum assembly that has an attaching flange and finishing flange incorporated into the design that facilitates installation and provides a finished look to the door without additional trim or caulking. A low profile side seal shall be utilized to maximize usable compartment space.

A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door and have "V" shaped double seal to prevent water and debris from entering the compartment. The door latch system shall be a full width one (1) piece lift bar that enables the user to operate with one hand. The roll mechanism shall have a clip system that connects the curtain slats to the operator drum to allow for easy tension adjustment without tools. A four (4) inch diameter counterbalanced operator drum to shall be incorporated to assist in lifting the door.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

DOOR AJAR RED LED LIGHT

One (1) red flashing warning light shall be provided and installed in the center electrical console to indicate an open cab or apparatus compartment door. The light shall be a flashing Whelen OS red LED (OSROOFCR) light and shall be properly marked and identified.

COMPARTMENT LIGHTING

One (1) ROM vertically mounted roll-up compartment LED V3 door light shall be installed on one side of each compartment door opening. The compartment light shall be integrated into the roll-up door track with the light actuation with the door opening. The light shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat buildup.

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

EXTERIOR BODY TRIM

Full body length blacked out aluminum rub rails shall be bolted in place on the lower right and left body sides. The side rub rails shall be a heavy extruded aluminum "C" channel. There shall be nylon spacers provided between the rub rail and the body. This shall allow wash out and replacement in the event of damage. The rubrails shall be finished with Black linex material.

Aluminum tread plate protection overlays and panels shall be installed on the front of the body from the lower edge to the top of the compartment doors.

Aluminum tread plate protection overlays and panels shall be installed on the rear corners of the body. The overlays shall be bolted in place and sealed to prevent any moisture entry between the overlay and the body structure.

Aluminum tread plate catwalks shall be installed on the top of the compartments. The catwalks shall be black-out with Black linex material.

The rear body panels of the body shall be a smooth material, to allow for the proper application and installation of a "Chevron" stripe on the rear.

FENDERS AND WHEELWELLS

Wheel well panels shall be formed aluminum that is welded in place. There shall be no visible bolt heads, retention nuts or fasteners on the exterior surface of the panel. The frame side of the wheel well area on each side of the opening shall be attached to the frame side of the front and rear compartments. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartments. The rear wheel wells shall be radius cut for a streamlined appearance.

To fully protect the wheel well area from road debris and to aid in cleaning, a full depth (minimum of 25.00") radius wheel well liner shall be provided. Wheel well liner shall be smooth aluminum material to prevent corrosion.

A flexible black rubber fenderette shall be furnished at each rear wheel well opening, held in place with stainless steel fasteners.

ELECTROLYSIS CORROSION CONTROL

The apparatus shall be assembled using ECK or electrolysis corrosion control, on all high corrosion potential areas, such as door latches, door hinges, trim plates, fenderettes, etc. This coating is a high zinc compound that shall act as a sacrificial barrier to prevent electrolysis and corrosion between dissimilar metals. This shall be in addition to any other barrier material that may be used. All 1/4" diameter and smaller screws and bolts shall be stainless steel.

REAR MUD FLAPS

One (1) pair of heavy duty thick black mud flaps shall be installed behind the rear wheels. Stainless steel fasteners shall be utilized.

BODY PAINT: 2-TONE BLACK OVER RED.

The main exterior body shall be painted red.

The upper body panels above the compartments shall be painted black.

SURFACE PREP

- Clean entire modular body with Sikkens OTO using the two-cloth method, wipe on wet, wipe dry.
Reason: Wiping our surface cleaners on wet, contaminants loosen and float to the top. Those floating contaminants then get wiped off with an absorbent towel.
- Using an orbital sander, (where polyester filler will be applied) 80-grit is used to provide a mechanical tooth for optimal adhesion. 180-grit is then used surrounding the 80-grit area. Sikkens M600 surface cleaner is then used to remove sanding dust and pneumatic tool oil. If bare hands or skin accidentally touched the surface, Sikkens Autoprep waterborne cleaner is used to remove natural oils. *Again: All surface cleaners are applied wet with one towel and wiped dry with another.*
- Rosenbauer approved polyester body filler is then applied over the 80-grit ground areas to cover the imperfections from welds. When body filler dries, it's first sanded with 80-grit then finish sanded with 180-grit to remove all 80-grit sand scratches. Blow off surface dust using approved air wand.
- After body work has been completed, the rest of the aluminum substrate on module gets sanded with 80-grit sandpaper until the surface is bright and sand scratches are consistent. Module gets blown off again to remove all sanding dust.
- Step 1 is essential in achieving proper adhesion.

EPOXY PRIMER and HIGH BUILD primer surfacer APPLICATION PROCESS:

- First, if sanded aluminum substrate has not been primed within 8 hours, aluminum substrate gets re-abraded to remove oxidation that may have begun on aluminum surface. Aluminum substrate gets cleaned with Sikkens M600 surface cleaner using the 2-towel method. Surface cleaners do not get applied over body filler due to polyester filler being absorbent.
- One (1) coat of AkzoNobel LV262 Epoxy primer is applied. This epoxy primer slows down corrosion from happening if in case the unit (once out in the field) has stone chips or scratches down to aluminum. This product is a 2-component epoxy primer meaning it mixes with a hardener. Paint technicians are trained to properly apply this product to achieve a minimum of 1 mil DFT (Dry film thickness) required by AkzoNobel. A blank module schematic showing specific areas to measure dry film thickness is completed on each module /unit.
- Allow LV262 25 minutes minimum dry time prior to applying AkzoNobel LV650 primer surfacer. Apply two to three wet coats of AkzoNobel LV650 two component low VOC high build primer surfacer. A dry film thickness of up to 8 mils can be achieved prior to sanding. Minimum flash between coats is 30 seconds to 5 minutes. LV650 surfacer dries 3 different ways. 8 hour dry without accelerator,

bake for 1 hour at 140-degrees or accelerate which allows technicians to sand in 45 minutes @70-degrees.

SANDING:

- Block sand entire module with 320-grit sandpaper minimizing any accidental cut throughs on edges. Blow off body with air gun and move module into paint booth.

PRE TOPCOAT PREPARATION

- Clean areas where Rosenbauer approved seam sealer is applied with Sikkens M600 surface cleaner. If by accident, bare hands or skin touched surface on cab or module, Autoprep waterborne cleaner is used on these areas prior to using M600 cleaner. Both cleaners are used with the 2-towel method.
- Seam seal with Rosenbauer approved non-shrinking moisture cured urethane seam sealer. Technicians follow seam sealer technical data sheets pertaining to application and dry times prior to applying AkzoNobel BT650 basecoat or 650 Topcoat single stage paint.
- Clean module with M600 surface cleaner. If by accident, bare hands or skin touched surface on module, Autoprep waterborne cleaner is used on these areas prior to using M600 cleaner. Both cleaners are used with the 2-towel method.
- If there are any visible cut throughs, paint techs first use a pre-treatment Alodine wipe followed by one coat of reduced LV262 epoxy primer over these areas and give a 20-minute flash prior to applying BT650 basecoat or Topcoat.
- Tack rag unit to remove any lint or dust that could have landed on surface.

TOPCOAT PROCEDURE

- Mix BT650 basecoat or Topcoat (single stage) polyurethane paint.
- Fluid and spray pattern checks are done prior to applying BT650 base, Topcoat and Clear coat.
- Apply BT650 basecoat until complete coverage is achieved. If Topcoat is applied, a minimum of 1.8 mils is recommended after cut and buff procedure. Note: Topcoat doesn't get clear coated.
- Allow solid color BT650 basecoat to flash 20 minutes prior to applying 3 coats Sikkens LV651 Glamour Clear coat.
- If a metallic color, allow BT650 basecoat to flash 45 minutes prior to applying 3 coats LV651 Glamour Clear coat. Bake body for 45 minutes once surface temp has reached 140-degrees.
- The mil thicknesses are as follows:
 - Autocoat BT LV262 Epoxy Primer 1.0 to 1.5 mils
 - Autocoat BT LV650 2K Primer Surfacer 1.0 to 3.0 mils
 - Autocoat BT LV650 Basecoat color 1.0 to 1.8 mils
 - Autocoat LV651 Clearcoat 2.0 to 3.0 mils
 - Combined total: 5.0 to 9.3 mils

REAR CHEVRON STRIPING

The entire rear portion of the body shall have Oralite V98 reflective 6" wide (per NFPA 1901) diamond grade red and lime/yellow striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

REFLECTIVE/NON-REFLECTIVE STRIPING PACKAGE

An approximate 1" reflective stripe shall be applied on the vertical outer edge of each chassis door interior.

A 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe shall be affixed to the perimeter of the vehicle. There shall be a 1" gap between each of the stripes. Striping shall conform to applicable NFPA requirements. At least 50% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective striping. The striping shall be applied in a large "Z" pattern.

1" Stripe: WHITE

4" Stripe: GOLD

GRAPHICS/LETTERING PACKAGE: MATCH EXISTING APPARATUS

The lettering shall be applied in simulated gold leaf material, shaded in black and encapsulated in clear Mylar. A quantity of seventy-five (75), four (4) inch letters are to be placed on the cab and on the body as directed by fire department.

YELLOW SAFETY TAPE - STANDING & WALKING SURFACES

The apparatus shall be NFPA standard 15.7.1.6 designating any horizontal standing or walking surface higher than 48-in (1220 mm) from the ground and not guarded by railing or structure at least 12-in (300 mm) high shall have at least a 1-in (25 mm) wide safety yellow line delineation that contrasts with the background to mark the outside perimeter of the designated standing or walking surface area, excluding steps and ladders.

ALUMINUM RUNNING BOARDS

There shall be a set of aluminum running boards furnished on each side of the two-door Ford chassis that extend from behind the front wheel to the rear of the two-door cab. The running boards shall have slip resistant overlay material installed on each step surface.

REAR TRAILER HITCH: 12,000 LB. CAPACITY

One (1) trailer hitch rated at approximately 12,000 pounds shall be installed at the rear of the apparatus and be attached to the body sub-frame assembly. The hitch shall include a removable receiver insert slide-in ball mount with a 2-5/16" ball and a 5/8" hitch and safety pin. One (1) trailer plug shall be provided at the rear of the apparatus. A 12 volt six (6) pin round electrical connector shall be wired to the chassis stop, running, and turn lights.

FRONT BUMPER WITH BRUSH GUARD: BUCKSTOP "OUTBACK"

One (1) Buckstop "Outback" bumper/grill guard shall be supplied on the apparatus. The bumper shall be constructed of steel with a black hammertone powder coat finish.

The bumper shall include the following:

- Hidden winch mounts with access cover door
- 2" trailer hitch
- **RECESS MOUNT FOR 1 SCREAMING EAGLE MECHANICAL RECESSED MOUNT SIREN- DRIVER SIDE OF BUMPER. SIREN DIAMETER 6.5".**
- License plate mount
- Tow hooks or relocation mounts for chassis supplied hooks

One (1) Warn, 66032 12-volt electric winch, with 15,000 lb. capacity winch shall be provided and mounted on the front of the apparatus. The winch shall be secured directly to the Buckstop front bumper assembly by a heavy steel support structure designed to withstand the pulling force of the winch. The winch shall include 125 ft. 3/8" galvanized cable with clevis hook, 25 foot minimum or longer remote control pendant, 4-way roller fairlead through the bumper. The installation shall maintain access to the winch controls.

REAR BUMPER/STEP – BUCKSTOP RF- SERIES BOLT-ON

The rear bumper/step shall be a Buckstop RF-series, square flat-back style rear bumper, painted black, specially designed and engineered for the rear of the apparatus body. The bumper shall be constructed of 3/16" steel. The top of the bumper/step shall be provided with a slip resistant surface. The center of the rear bumper shall have a center recess with 2 license plate lights.

The bumper/step shall be totally separate from the body and bolted in place and be easily removable for replacement or repair. The bumper shall NOT have any recess mounts for auxiliary rear facing lights. A label shall be provided warning personnel that riding on the rear step while the apparatus is in motion is prohibited.

COMPARTMENT LAYOUT

COMPARTMENT DEPTH: 23.5"

The side compartments on the body shall have the maximum available height and depth dimensions. These dimensions shall remain consistent for the full height and depth of the compartment.

COMPARTMENT HEIGHT: 60"

The left and right side body compartments shall be 60" high.

COMPARTMENT VENTS

One (1) removable louver with filter shall be installed in side body compartment.

LEFT FRONT COMPARTMENT (SS1)

There shall be one (1) full height compartment located at the front of the apparatus body. The compartment shall be equipped with a full height single painted roll up door.

The compartment shall be equipped with the following:

- One 120-volt receptacle/outlet
- Two (2) adjustable shelves
- Electric wiring access panel/compartment;
- One (1) Xantrex 2000 watt inverter/battery charger
- One (1) 12-volt power connector – through battery switch
- One (1) 12-volt power connector – battery direct
- One (1) 12-volt ground connector – battery direct

LEFT OVERWHEEL COMPARTMENT (SS2)

There shall be one (1) compartment above the rear wheels. The compartment shall be equipped with a single painted roll up door. The compartment shall be equipped with the following:

- PacTrac tool mounting board on back wall of the compartment.

LEFT REAR COMPARTMENT (SS3)

There shall be one (1) full height compartment located behind the rear wheels. The compartment shall be equipped with a single full height painted roll up door. The compartment shall be equipped with the following:

- Two (2) adjustable shelves

RIGHT FRONT COMPARTMENT (CS1)

There shall be one (1) full height compartment located at the front of the apparatus body. The compartment shall be equipped with a full height single painted roll up door. The compartment shall be equipped with the following:

- Two (2) adjustable shelves
- One (1) 120-volt receptacle

RIGHT OVERWHEEL COMPARTMENT (CS2)

There shall be one (1) compartment above the rear wheels. The compartment shall be equipped with a single painted roll up door. The compartment shall be equipped with the following:

- PacTrac tool mounting board on rear wall of the compartment.
-

RIGHT REAR COMPARTMENT (CS3)

There shall be one (1) full height compartment located behind the rear wheels. The compartment shall be equipped with a single full height painted roll up door. The compartment shall be equipped with the following:

- Two (2) adjustable shelves

UNDER BODY REAR ACCESSCOMPARTMENT

The rear of the apparatus body shall have an accessory compartment with a hinged treadplate door located between the frame rails. The compartment shall be accessible from the rear and shall be as long as possible.

UPPER BODY COMPARTMENT "REAR ACCESS" STREET SIDE

One (1) suction hose compartment shall be provided in the body compartment, on the left side, at the top of the compartment.. The design shall allow the hose to be individually removed from the rear of the apparatus. The compartment shall be constructed of aluminum material. The hard suction hose compartment shall have a hinged door at the rear of the compartment with push to latch door catches.

The hinged door shall be constructed of aluminum treadplate and wired to the door ajar indicator light in the cab.

UPPER BODY COMPARTMENT "REAR ACCESS" CURBSIDE

One (1) suction hose compartment shall be provided in the body compartment, on the right side, at the to of the compartment. The design shall allow the hose to be individually removed from the rear of the apparatus. The compartment shall be constructed of treadplate material. The hard suction hose compartment shall have a hinged door at the rear of the compartment with push to latch door catches.

The hinged door shall be constructed of aluminum treadplate and wired to the door ajar indicator light in the cab.

HOSEBED

The hose bed compartment deck, located full length of the body and over the pump system, shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall have an anodized, radiused ribbed top surface. The slats shall be of widths approximately 3/4" high x 6" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose. The apparatus hose body shall be properly reinforced without the use of angles or structural shapes and free from all projections that might injure the fire hose. The main apparatus hose body shall run the full length of the apparatus body from behind the pump panel area to the rear face of the body.

The upper rear interior of the hose body on the right and left sides shall be overlaid with brushed stainless steel to protect the painted surface from damage by hose couplings. The hose bed shall be designed to have a storage capacity for the specified fire department supplied fire hose.

Three (3) adjustable hosebed dividers, constructed of .250" aluminum panel, shall be installed in the hosebed.

Per NFPA 1901 The apparatus shall be equipped with a vinyl hosebed cover. The cover, approximately 48" wide, shall be secured utilizing a Velcro fastening system at the front and sides of the hosebed body. The vinyl cover shall be black in color.

SCBA WHEELWELL COMPARTMENTS: RIGHT SIDE

Two (2) breathing air cylinder/fire extinguisher storage compartments shall be provided and located in the rear wheel well of the apparatus body, one (1) forward of the wheels and one (1) behind the wheels. Each storage compartment shall be constructed entirely of aluminum. The door assemblies shall be bolted in-place and removable for repair or replacement. Compartment shall be provided with cylinder scuff protection. A brushed aluminum door with push button trigger latch shall be provided. One (1) one-inch (1") wide loop of black webbing shall be installed in each compartment to prevent the bottle from sliding out of the compartment in case of door failure. The loop shall be mounted, centered in the compartment and shall hang within one-inch (1") of the compartment floor to allow the bottle to pass by the strap when the bottle is placed in the compartment.

FUEL PIPING AND FILL CAPS: DRIVER SIDE OF BODY

There shall be a fuel fill cap provided in the recessed area of the left side rear wheel well (behind the wheels) clearly marked, "DIESEL FUEL ONLY". The fill shall be piped to the fuel tank. There shall be a DEF fill cap provided in the recessed area of the left side rear wheel well (forward of the wheels) clearly marked, "DEF ONLY". The fill shall be piped to the DEF tank.

ADJUSTABLE SHELVES

- The compartments equipped with adjustable shelves shall be equipped with two (2) aluminum extruded aluminum c-channel adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.
- Each adjustable shelf shall be constructed of .125" smooth aluminum plate with formed vertical lip front & back. Shelf supports on each side to be constructed of .188" aluminum and bolted to an aluminum extrusion (mounted vertically) by use of 3/8" bolts and spring-loaded cam locks. If shelf is longer than 40" a reinforcement by aluminum gusset is to be placed full-length on bottom of shelf.

PACTOOL MOUNTING BOARDS: There shall be three (3) lengths of 7000 Series Pac Trac provided in the upper compartment area on the back wall of compartments SS2 and CS2 for the purpose of mounting equipment. PacTrac 3-Section Z-Mount brackets shall be used for in the installation.

TOOL MOUNTING:

- One (1) Zephyr brand vertical combi tool mounting bracket (for Gebesis tool) shall be provided and installed.
- One (1) PacTrac mode K50525 chain saw mounting bracket kit shall be provided and installed.
- Zico Utility safety straps shall be provided and installed for mounting of 4 air bags.
- A \$2,500.00 allowance is included for the supply and installation of needed PacTrac tool mounting brackets.

COMPARTMENT FLOOR MATTING

Black dri-deck floor tiles shall be supplied and installed on the floor of each side compartment.

NFPA 1901 REQUIRED STEPS AND HANDRAILS

FOLDING STEP LEFT SIDE REAR

A folding step of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step. The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold. The step shall be installed on the rear left side of the body.

FOLDING STEP RIGHT SIDE REAR

A folding step of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step. The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold. The step shall be installed on the rear right side of the body.

REAR STEP HANDRAILS: 2

Two (2) extruded aluminum non-slip handrails, approximately 30" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

HANDRAIL BELOW HOSEBED

One (1) extruded aluminum non-slip handrail, approximately 48" in length, shall be provided and horizontally mounted below the hosebed on the rear of the apparatus.

NFPA 1901 12-VOLT LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- The electrical wiring shall be harnessed or be placed in a protective loom.
- Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

Whelen CenCom Core System with C399 amplifier control module with 23 flashing outputs, 17 total inputs, three WeCanX Ports, integrated controls for up to 99 connected devices and/or remote modules, battery voltage sensor, temperature sensor, 3 axis accelerometer sensor, expansion modules for sirens and lightbars, 5 year warranty.

- Whelen model CCTL6 control module with 3 section control head and 8 push buttons, 4-position slide switch with a 7-position rotary knob for electronic siren, Manual, Airhorn plus 3 traffic advisor switches and microphone with extension cable.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location through the Whelen CCTL6 module controller. All electrical equipment switches and the Whelen CCTL6 controller shall be mounted on a switch panel center console mounted in the cab convenient to the operator. All switches shall be appropriately identified as to their function.

When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

The electronic siren is built into the CCTL6 and shall power two (2) Whelen SA315P siren speakers.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:
 1. The nameplate rating of the alternator.
 2. The alternator rating under the conditions.
 3. Each specified component load.
 4. Individual intermittent loads.

KUSSMAUL LOAD MANAGER 2: REQUIRED EQUIPMENT WHEN AN INVERTER SYSTEM IS USED

The apparatus shall be equipped with a Kussmaul model 091-79 Automatic Load Shedding System for performing continuous electrical load management. The Load Manager shall have the following features:

- Monitor 12-volt system and detect low voltage.
- Capability to control two (2) loads.
- Automatic reset when voltage rises.
- Adjustable voltage setpoint.

The load manager shall be protected against reverse polarity and shorted outputs, and be enclosed in an enclosure to enhance EMI/RFI protection. The manufacturer shall provide for all electrical loads in excess of the NFPA minimum electrical requirements that exceed the alternator output.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

ENGINE COMPARTMENT LIGHT

One (1) 12volt LED light with switch shall be mounted in the engine enclosure.

MASTER BATTERY SWITCH

One (1) master battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

A green "Master On" light shall be provided. This light shall illuminate anytime the master switch is in the "ON" position.

BATTERY CHARGER/INVERTER SYSTEM

There shall be a DC to AC power inverter system with a 30-amp AC transfer switch furnished on the apparatus. The shore power shall be connected to the system AC output receptacle to supply power to the AC load. When the vehicle is underway and the shoreline power is disconnected, the automatic transfer switch connects the AC output receptacle to the power inverter that obtains power from the 12-volt battery system.

The Inverter shall be a Xantrex Freedom XC 817-2080 (the 807-2055 system has been discontinued) with the following features and components:

- 2000-Watt Power Inverter
- Automatic Transfer Switch
- Underwriters Laboratories Listed and Certified.
- 80AMP 3-stage On Board Battery Charger
- Automatic overload shut-down
- Over temperature automatic shut-down
- Dimensions: 4." High x 10.8" wide x 15.4" long.
- XC2000 Remote on-board display.

LINE VOLTAGE (120-VOLT) WIRING INSTALLATION FOR INVERTER AND 120-VOLT RECEPTACLES.

Line voltage wiring in the apparatus shall be with Type SO or approved cable suitable for mobile applications. The flexible electrical cable shall have 600-volt insulation rated for at least 194 degrees F. All junction boxes

shall conform to the National Electric Code and shall be accessible for service. Electrical cable shall be supported within 6 inches of any junction box and at a minimum of every 24 inches of run. Supports shall be made of corrosion protected metal that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle. Electrical cable shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and shall be separated by a minimum of 12 inches from exhaust piping or properly shielded and separated from fuel lines by a minimum of 6 inches distance.

All wiring connections and terminations shall provide a positive mechanical and electrical connection. Connectors shall be installed in accordance with the manufacturer's instructions. Wire nuts or insulation displacement and insulation piercing connectors shall not be used.

120V ELECTRIC RECEPTACLES -- STRAIGHT BLADE

Two (2) single 120-volt 15 amp straight blade, 3-prong receptacle with spring loaded weatherproof cover shall be provided:

One (1) electric receptacle shall be located inside the left side front body compartment (SS1) ahead of the rear wheels.

One (1) electric receptacle shall be located inside the right side front body compartment (CS1) ahead of the rear wheels.

The receptacles shall be wired to the Xantrex inverter system. When the vehicle is plugged into the 120volt shoreline while in the station the receptacles shall be "live". When the vehicle is being driven and a load is sensed on the receptacle the inverter shall automatically activate.

SHORE POWER PLUG: CONNECTED TO INVERTER/BATTERY CHARGER SYSTEM

The 120volt shore power plug shall be located at the left side on the front body panel.

Per Xantrex engineering a Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110 volt shoreline connection. The device shall be complete with weatherproof cover and matching plug with bar graph display, part number 091-55-234, incorporated into the cover. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

AUDIBLE WARNING SYSTEMS

Whelen CenCom Core System with C399 amplifier control module with 23 flashing outputs, 17 total inputs, three WeCanX Ports, integrated controls for up to 99 connected devices and/or remote modules, battery voltage sensor, temperature sensor, 3 axis accelerometer sensor, expansion modules for sirens and lightbars, 5 year warranty.

NOTE: Per Whelen engineering the OBD-2 interface module is not yet available for the Ford F600 chassis.

- Whelen model CCTL6 control module with 3 section control head and 8 push buttons, 4-position slide switch with a 7-position rotary knob for electronic siren, Manual, Airhorn plus 3 traffic advisor switches and microphone with extension cable.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location through the Whelen CCTL6 module controller. All electrical equipment switches and the Whelen CCTL6 controller shall be mounted on a switch panel center console mounted in the cab convenient to the operator. All switches shall be appropriately identified as to their function.

When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake. The electronic siren is built into the CCTL6 and shall power two (2) Whelen SA315P siren speakers.

SIREN SPEAKERS: 2

Two (2) Whelen Model #SA315P speakers shall be installed on the front grille guard. The speakers shall be wired to the CCTL6 siren controller.

MECHANICAL SIREN

One (1) Screaming Eagle mechanical siren, model C-9-11-R, shall be partially recess mounted into the left of the front bumper. The siren shall feature a highly polished chrome body and grille. The siren control switches shall be installed in the cab. The mechanical siren shall be activated by a momentary switch on the center electrical console. One (1) push button siren brake to silence the mechanical siren shall be provided on the center switch electrical control.

VISUAL WARNING SYSTEMS

LIGHTBAR: LIBERTYII WeCanX

One (1) Whelen Liberty II series light bar shall be installed on the apparatus cab. The light bar shall be a model Liberty II WeCanX model BH2 with front takedown lights and side alley lights. and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

- A 54" light bar designed for high performance
 - Four (4) red Solo LED corner modules
 - Six (6) forward red Long IW Series LED modules
 - Two (2) center white Short TIR LED flashing take-down lights
 - Two (2) side alley light modules
 - Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
 - Designed in accordance with NFPA Zone A requirements
- The front upper light bar shall be activated through the Whelen CCT6 control module.

NOTE #1: The side alley lights shall be switched on the control module.

NOTE #2: Lightbar shall auto dim in night time conditions.

NOTE #3: White warning lights shall only flash on slide switch position #3.

FRONT OF VEHICLE WARNING LIGHTS: 4

Two (2) pair of Whelen model M4 LED warning lights (red LED/clear lens/ black flange) shall be installed on the cab grille or on the extended front bumper grille guard. The dimensions of the lights shall be 3-3/8" x 5-1/2".

Flashing headlights (hi-beam) shall be controlled on slide switch position #3.

SIDE OF VEHICLE WARNING LIGHTS: 10

One (1) pair of Whelen model M4 LED (red LED/clear lens/ chrome flange) warning lights shall be installed, one each side of the chassis hood. The dimensions of the lights shall be 3-3/8" x 5-1/2".

One (1) pair of Whelen model M2 LED warning lights, model M2WR, shall be installed , one each side of the apparatus, mid-body in the rub rail. The dimensions of the lights shall be 4-1/4" x 2-11/16".

One (1) pair of Whelen model M2 LED warning lights, model M2WR, shall be installed , one each side of the apparatus, towards the rear of the body, in the rub rail. The dimensions of the lights shall be 4-1/4" x 2-11/16".

One (1) pair of Whelen model M9 LED warning lights (red LED/Clear lens) shall be installed, on the upper portion of the body side, towards the front. The dimensions of the lights shall be 6-1/2" x 10-3/8".

One (1) pair of Whelen model M9 LED warning lights (red LED/clear lens) shall be installed, one each side on the upper portion of the body side, towards the rear of the body. The dimensions of the lights shall be 6-1/2" x 10-3/8".

REAR OF VEHICLE WARNING LIGHTS: 4

One (1) pair of Whelen model M9 LED warning lights (red LED/clear lens) shall be installed, one each side on the upper rear of the apparatus body. The dimensions of the lights shall be 6-1/2" x 10-3/8".

A customized arrow stick style lighting arrangement, consisting of ~~Six (6)~~ Whelen Model #TLIA amber Ion-T series warning lights shall be installed on the rear of the body, centered below the hosebed. The lights shall be positioned in a horizontal linear plane, equally spaced 1/2" apart (as if in a traffic arrow module). The lights shall be wired and synchronized to work as a traffic advisor work light, with left, center out, and right flash patterns controlled by the CCTLR6 controller.

One (1) pair of Whelen model M6 LED warning lights (red LED/clear lens) shall be installed, one each side on the lower rear of the apparatus body. The dimensions of the lights shall be 4-5/16" x 6-3/4". The lights shall be housed in the rear tail light bezels in the upper bezel

WHELEN D.O.T. TAIL LIGHTS: WHELEN M6

One (1) pair of Whelen M6 LED tail/brake lights shall be provided. The rectangular 4"x6" lights shall be red.

One (1) pair of Whelen M6 LED turn signals with populated sequential chevron arrow shall be provided.

One (1) pair of Whelen Series M6 LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

One (1) pair of chrome plated, blacked-out/flat black tail light housings shall be supplied. Each housing shall be designed to hold four (4) Whelen M6 rear lights located at the lower rear of the body.

BODY D.O.T LIGHTS: LED

LED marker lights shall be installed on the apparatus body in conformance to the Department of Transportation requirements. One (1) stainless steel license plate bracket with LED light shall be provided at the rear of the apparatus.

REAR TAILBOARD LED LIGHT

One (1) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body. The step/walkway light switch shall be installed and wired to the parking brake.

SCENE LIGHTING: WHELEN PCP

Six (6) Whelen Pioneer Super LED model PCPSM1B single lamp surface mount light with black housing shall be provided. The light shall draw 6 amps and generate 8000 lumens. The bulb shall be accessible through the front. The lamphead shall be approximately 2" deep by 6-5/8" high by 9" wide.

SCENE LIGHT LOCATIONS:

- 2 on the left side of the body upper corners
- 2 on the right side of the body upper corners
- 2 on the upper rear of the body, 1 per side.

All scene lights shall be controlled by buttons on the CCT6 controller.

The rear scene lights shall also activate automatically upon placing the transmission into reverse.

ACCESSORY LIGHTING PER NFPA 1901: TECNIO #10

Two (2) TecNiq E10 LED ground lights shall be installed on the chassis cab, one under each side of the front bumper.

Two (2) LED ground lights shall be installed on the chassis cab, one under each cab door.

Two (2) LED ground lights shall be installed under the mid-body of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

Two (2) LED ground lights shall be installed under rear step of the apparatus.

The ground lights shall automatically activate when the parking brake is applied.

REVERSE SAFETY SYSTEM: BACKUP CAMERA SYSTEM

A Zone Defense camera system, complete with an 7" LCD display monitor, shall be supplied. The camera shall activate when the transmission is placed in reverse. The monitor shall be installed in the cab in a convenient location for the driver and officer. A 12-volt back-up alarm shall be provided on the Ford chassis.

DRIVERS/CAB AREA CONFIGURATION

An electrical console shall be constructed of .125" smooth aluminum material and mounted in the cab of the truck chassis. Console shall be designed and installed between the driver and passenger seats. The top face of the console shall be designed as the switch panel for all emergency light switches. The switch panel shall be hinged for easy access to the switch connections. The cabinet's exterior shall have an unpainted D/A orbital sander finish. The cabinet's interior shall have a natural finish.

One (1) cab storage module shall be provided at the rear of the center console to accommodate a minimum of one (1) 2" three ring binder. The module shall include a nylon safety belt for retaining the binder when not in use. The compartment shall be fabricated of smooth aluminum.

A standard engineering drawing is included with this proposal.

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:
 1. The nameplate rating of the alternator.
 2. The alternator rating under the conditions.
 3. Each specified component load.
 4. Individual intermittent loads.

KUSSMAUL LOAD MANAGER 2: REQUIRED EQUIPMENT WHEN AN INVERTER SYSTEM IS USED

The apparatus shall be equipped with a Kussmaul model 091-79 Automatic Load Shedding System for performing continuous electrical load management. The Load Manager shall have the following features:

- Monitor 12-volt system and detect low voltage.
- Capability to control two (2) loads.
- Automatic reset when voltage rises.
- Adjustable voltage setpoint.

The load manager shall be protected against reverse polarity and shorted outputs, and be enclosed in an enclosure to enhance EMI/RFI protection. The manufacturer shall provide for all electrical loads in excess of the NFPA minimum electrical requirements that exceed the alternator output.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

ENGINE COMPARTMENT LIGHT

One (1) 12volt LED light with switch shall be mounted in the engine enclosure.

MASTER BATTERY SWITCH

One (1) master battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

A green "Master On" light shall be provided. This light shall illuminate anytime the master switch is in the "ON" position.

BATTERY CHARGER/INVERTER SYSTEM

There shall be a DC to AC power inverter system with a 30-amp AC transfer switch furnished on the apparatus. The shore power shall be connected to the system AC output receptacle to supply power to the AC load. When the vehicle is underway and the shoreline power is disconnected, the automatic transfer switch connects the AC output receptacle to the power inverter that obtains power from the 12-volt battery system.

The Inverter shall be a Xantrex Freedom XC 817-2080 (the 807-2055 system has been discontinued) with the following features and components:

- 2000-Watt Power Inverter
- Automatic Transfer Switch
- Underwriters Laboratories Listed and Certified.
- 80AMP 3-stage On Board Battery Charger
- Automatic overload shut-down
- Over temperature automatic shut-down
- Dimensions: 4." High x 10.8" wide x 15.4" long.
- XC2000 Remote on-board display.

LINE VOLTAGE (120-VOLT) WIRING INSTALLATION FOR INVERTER AND 120-VOLT RECEPTACLES.

Line voltage wiring in the apparatus shall be with Type SO or approved cable suitable for mobile applications. The flexible electrical cable shall have 600-volt insulation rated for at least 194 degrees F. All junction boxes

shall conform to the National Electric Code and shall be accessible for service. Electrical cable shall be supported within 6 inches of any junction box and at a minimum of every 24 inches of run. Supports shall be made of corrosion protected metal that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle. Electrical cable shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and shall be separated by a minimum of 12 inches from exhaust piping or properly shielded and separated from fuel lines by a minimum of 6 inches distance.

All wiring connections and terminations shall provide a positive mechanical and electrical connection. Connectors shall be installed in accordance with the manufacturer's instructions. Wire nuts or insulation displacement and insulation piercing connectors shall not be used.

120V ELECTRIC RECEPTACLES -- STRAIGHT BLADE

Two (2) single 120-volt 15 amp straight blade, 3-prong receptacle with spring loaded weatherproof cover shall be provided:

One (1) electric receptacle shall be located inside the left side front body compartment (SS1) ahead of the rear wheels.

One (1) electric receptacle shall be located inside the right side front body compartment (CS1) ahead of the rear wheels.

The receptacles shall be wired to the Xantrex inverter system. When the vehicle is plugged into the 120volt shoreline while in the station the receptacles shall be "live". When the vehicle is being driven and a load is sensed on the receptacle the inverter shall automatically activate.

SHORE POWER PLUG: CONNECTED TO INVERTER/BATTERY CHARGER SYSTEM

The 120volt shore power plug shall be located at the left side on the front body panel.

Per Xantrex engineering a Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110 volt shoreline connection. The device shall be complete with weatherproof cover and matching plug with bar graph display, part number 091-55-234, incorporated into the cover. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

AUDIBLE WARNING SYSTEMS

Whelen CenCom Core System with C399 amplifier control module with 23 flashing outputs, 17 total inputs, three WeCanX Ports, integrated controls for up to 99 connected devices and/or remote modules, battery voltage sensor, temperature sensor, 3 axis accelerometer sensor, expansion modules for sirens and lightbars, 5 year warranty.

NOTE: Per Whelen engineering the OBD-2 interface module is not yet available for the Ford F600 chassis.

- Whelen model CCTL6 control module with 3 section control head and 8 push buttons, 4-position slide switch with a 7-position rotary knob for electronic siren, Manual, Airhorn plus 3 traffic advisor switches and microphone with extension cable.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location through the Whelen CCTL6 module controller. All electrical equipment switches and the Whelen CCTL6 controller shall be mounted on a switch panel center console mounted in the cab convenient to the operator. All switches shall be appropriately identified as to their function.

When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake. The electronic siren is built into the CCTL6 and shall power two (2) Whelen SA315P siren speakers.

SIREN SPEAKERS: 2

Two (2) Whelen Model #SA315P speakers shall be installed on the front grille guard. The speakers shall be wired to the CCTL6 siren controller.

MECHANICAL SIREN

One (1) Screaming Eagle mechanical siren, model C-9-11-R, shall be partially recess mounted into the left of the front bumper. The siren shall feature a highly polished chrome body and grille. The siren control switches shall be installed in the cab. The mechanical siren shall be activated by a momentary switch on the center electrical console. One (1) push button siren brake to silence the mechanical siren shall be provided on the center switch electrical control.

VISUAL WARNING SYSTEMS

LIGHTBAR: LIBERTYII WeCanX

One (1) Whelen Liberty II series light bar shall be installed on the apparatus cab. The light bar shall be a model Liberty II WeCanX model BH2 with front takedown lights and side alley lights. and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

- A 54" light bar designed for high performance
 - Four (4) red Solo LED corner modules
 - Six (6) forward red Long IW Series LED modules
 - Two (2) center white Short TIR LED flashing take-down lights
 - Two (2) side alley light modules
 - Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
 - Designed in accordance with NFPA Zone A requirements
- The front upper light bar shall be activated through the Whelen CCT6 control module.

NOTE #1: The side alley lights shall be switched on the control module.

NOTE #2: Lightbar shall auto dim in night time conditions.

NOTE #3: White warning lights shall only flash on slide switch position #3.

FRONT OF VEHICLE WARNING LIGHTS: 4

Two (2) pair of Whelen model M4 LED warning lights (red LED/clear lens/ black flange) shall be installed on the cab grille or on the xtended front bumper grille guard. The dimensions of the lights shall be 3-3/8" x 5-1/2".

Flashing headlights (hi-beam) shall be controlled on slide switch position #3.

SIDE OF VEHICLE WARNING LIGHTS: 10

One (1) pair of Whelen model M4 LED (red LED/clear lens/ chrome flange) warning lights shall be installed, one each side of the chassis hood. The dimensions of the lights shall be 3-3/8" x 5-1/2".

One (1) pair of Whelen model M2 LED warning lights, model M2WR, shall be installed , one each side of the apparatus, mid-body in the rub rail. The dimensions of the lights shall be 4-1/4" x 2-11/16".

One (1) pair of Whelen model M2 LED warning lights, model M2WR, shall be installed , one each side of the apparatus, towards the rear of the body, in the rub rail. The dimensions of the lights shall be 4-1/4" x 2-11/16".

One (1) pair of Whelen model M9 LED warning lights (red LED/Clear lens) shall be installed, on the upper portion of the body side, towards the front. The dimensions of the lights shall be 6-1/2" x 10-3/8".

One (1) pair of Whelen model M9 LED warning lights (red LED/clear lens) shall be installed, one each side on the upper portion of the body side, towards the rear of the body. The dimensions of the lights shall be 6-1/2" x 10-3/8".

REAR OF VEHICLE WARNING LIGHTS: 4

One (1) pair of Whelen model M9 LED warning lights (red LED/clear lens) shall be installed, one each side on the upper rear of the apparatus body. The dimensions of the lights shall be 6-1/2" x 10-3/8".

A customized arrow stick style lighting arrangement, consisting of ~~Six~~ (6) Whelen Model #TLIA amber Ion-T series warning lights shall be installed on the rear of the body, centered below the hosebed. The lights shall be positioned in a horizontal linear plane, equally spaced 1/2" apart (as if in a traffic arrow module). The lights shall be wired and synchronized to work as a traffic advisor work light, with left, center out, and right flash patterns controlled by the CCTLR6 controller.

One (1) pair of Whelen model M6 LED warning lights (red LED/clear lens) shall be installed, one each side on the lower rear of the apparatus body. The dimensions of the lights shall be 4-5/16" x 6-3/4". The lights shall be housed in the rear tail light bezels in the upper bezel

WHELEN D.O.T. TAIL LIGHTS: WHELEN M6

One (1) pair of Whelen M6 LED tail/brake lights shall be provided: The rectangular 4"x6" lights shall be red.

One (1) pair of Whelen M6 LED turn signals with populated sequential chevron arrow shall be provided.

One (1) pair of Whelen Series M6 LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

One (1) pair of chrome plated, blacked-out/flat black tail light housings shall be supplied. Each housing shall be designed to hold four (4) Whelen M6 rear lights located at the lower rear of the body.

BODY D.O.T LIGHTS: LED

LED marker lights shall be installed on the apparatus body in conformance to the Department of Transportation requirements. One (1) stainless steel license plate bracket with LED light shall be provided at the rear of the apparatus.

REAR TAILBOARD LED LIGHT

One (1) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body. The step/walkway light switch shall be installed and wired to the parking brake.

SCENE LIGHTING: WHELEN PCP

Six (6) Whelen Pioneer Super LED model PCPSM1B single lamp surface mount light with black housing shall be provided. The light shall draw 6 amps and generate 8000 lumens. The bulb shall be accessible through the front. The lamphead shall be approximately 2" deep by 6-5/8" high by 9" wide.

SCENE LIGHT LOCATIONS:

- 2 on the left side of the body upper corners
- 2 on the right side of the body upper corners
- 2 on the upper rear of the body, 1 per side.

All scene lights shall be controlled by buttons on the CCTL6 controller.

The rear scene lights shall also activate automatically upon placing the transmission into reverse.

ACCESSORY LIGHTING PER NFPA 1901: TECNIQ #10

Two (2) TecNiq E10 LED ground lights shall be installed on the chassis cab, one under each side of the front bumper.

Two (2) LED ground lights shall be installed on the chassis cab, one under each cab door.

Two (2) LED ground lights shall be installed under the mid-body of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

Two (2) LED ground lights shall be installed under rear step of the apparatus.

The ground lights shall automatically activate when the parking brake is applied.

REVERSE SAFETY SYSTEM: BACKUP CAMERA SYSTEM

A Zone Defense camera system, complete with an 7" LCD display monitor, shall be supplied. The camera shall activate when the transmission is placed in reverse. The monitor shall be installed in the cab in a convenient location for the driver and officer. A 12-volt back-up alarm shall be provided on the Ford chassis.

DRIVERS/CAB AREA CONFIGURATION

An electrical console shall be constructed of .125" smooth aluminum material and mounted in the cab of the truck chassis. Console shall be designed and installed between the driver and passenger seats. The top face of the console shall be designed as the switch panel for all emergency light switches. The switch panel shall be hinged for easy access to the switch connections. The cabinet's exterior shall have an unpainted D/A orbital sander finish. The cabinet's interior shall have a natural finish.

One (1) cab storage module shall be provided at the rear of the center console to accommodate a minimum of one (1) 2" three ring binder. The module shall include a nylon safety belt for retaining the binder when not in use. The compartment shall be fabricated of smooth aluminum.

A standard engineering drawing is included with this proposal.

All emergency light switches shall be lighted, rocker style. Switches shall be internally lit when the switch circuit is in the on position. A plug-in identification label is to be provided and installed adjacent to each rocker switch with backlighting provided behind the label.

The console shall also store the following:
Whelen C399 and CCTL6 control module and all associated wiring.

SWITCHES OTHER THAN THOSE ON CCTL6 MODULE

A rocker style internally lighted switch shall be provided and wired through a heavy-duty relay to activate power to each dedicated 12-volt device not controlled by the CCTL6 controller.

RADIO INSTALLATION PREPARATION

In order to avoid warranty issues with the comms radio manufacturer, Rosenbauer will no longer install customer supplied radios at the factory.

NAFECO shall install the fire department supplied mobile radio using a certified comms mobile radio installer prior to delivery of the apparatus.

MISCELLANEOUS 12-VOLT EQUIPMENT

One (1) 12 volt power and ground connection rated at 20 amps shall be provided in the left front body compartment.

One (1) 12 volt power and ground connection rated at 20 amps shall be provided in the left front body compartment.

One (1) 12 volt ground connection rated at 20 amps shall be provided in in the left front body compartment.

FIRE PUMP AND FIRE SUPPRESSION SPECIFICATIONS

A CET model number SM-PFP-HPVGD-MR 23hp gasoline powered, skid mounted centrifugal portable pump and pump control panel shall be provided and installed. The pump system and associated components shall be installed in the rear of the open area of the apparatus body behind a bolt-on customized blacked-out pump panel. The pump shall be installed according to the pump manufacturer's installation instructions. A factory defect drawing is provided with this proposal.

The pump system shall utilize a painted steel skid mounting frame and a CET control panel.

The high pressure, medium volume pump shall meet the following performance requirements:

150 GPM @ 150 PSI
80 GPM @ 200 PSI
265 GPM @ 50 PSI

PUMP CONSTRUCTION

- Pump Body: High resistance aluminum alloy;
- Bronze impeller;
- Mechanical shaft seal;
- 1.5" NPT-M delivery outlet flange;
- 2.5" suction inlet;
- Dimensions: 19.5" long x 22.25" wide x 25.2" high;
- Low oil protection system;;
- Quick connect to 12volt battery.

A CET pump control panel shall be provided and securely mounted on the full width pump panel. The controls shall consist of the following:

- Master on/off key switch
- 2.5" discharge pressure gauge
- Mechanical throttle controller
- 12-volt hooded light
- Mechanical choke control
- Instruction sticker

ENGINE SPECIFICATION

The pump shall be powered by a 23 horsepower, Briggs and Stratton Vanguard gasoline engine with a 20 amp regulated alternator and 12 volt electric starter. An adjustable mechanical governor and throttle control lever shall be provided.

Engine exhaust to be redirected below the apparatus body.

WARRANTY

The pump shall carry a three (3) year parts replacement warranty.

Rear Mounted Pump Panel with Two (2) TecNiq E10 Pump Panel Lights

A full width and full height pump panel, bolted in place for easy access to the pump and all plumbing, shall be provided and installed across the rear opening of the body. The pump panel shall be coated with Black Linex material.

The top of the pump panel shall have an integral flanged over 36" long aluminum light shield.

The pump panel shall house the following components:

- CET Pump control panel or equal;
- Scotty foam system control panel;
- All pump discharge and suction controls and drain controls;
- Electric 12-volt primer control;
- Fuel Fill inlet to gas fuel tank with cap and chain.
- Instruction plates where applicable.

Two (2) TecNiq model E10 LED pump panel lights shall be installed under the light shield. The lights shall be activated by a single on/off switch on the rear pump panel. The light switch shall be labelled "Pump Panel Lights".

ELECTRIC START SYSTEM FOR FIRE PUMP

The electric start system for the fire pump shall be connected to the chassis electrical system. The system shall be connected to the key start switch on the pump panel.

AUXILIARY PUMP COMPARTMENT 12-VOLT COOLING FAN

A 12-volt cooling fan shall be installed in the pump compartment with the fire pump and engine. The fan shall be mounted to a compartment wall with an open area the same side as the cooling fan. The fan shall automatically activate when the pump engine is turned on. No thermostat is required.

FIRE PUMP 12-VOLT PRIMING SYSTEM

A 12 volt electrically driven, positive displacement, rotary vane type 'oil less' priming pump shall be installed. The pump shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. The priming system shall comply with applicable sections of NFPA standards. The priming system activation switch shall be located on the rear pump panel adjacent to the main pump controls.

FUEL TANK: 3 GALLONS ALUMINUM

A remote mounted aluminum fuel tank shall be furnished for the fire pump assembly. The fuel tank shall be mounted in a bracket with detachable hold down device. The fuel tank shall have capacity of approximately

three (3) US gallons. The tank shall have a knurled non-vented cap. The tank shall be located behind the rear pump panel in a position where it is easily accessible for filling.

There shall be a fuel hose with plug in connections and primer bulb furnished between the fuel tank and carburetor assembly for the auxiliary pump.

PUMP PLUMBING

WATER TANK TO PUMP LINE

One (1) 2-1/2" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 2-1/2" piping, flex hose and stainless steel hose clamps. The valve control shall be accessible from the pump operation area and equipped with a nameplate on the handle.

2-1/2" GATED INTAKE

One (1) 2-1/2" gated suction intake shall be installed on the plumbing system to supply the fire pump from an external water supply. The gated intake shall be located on the left side of the pump panel. The valve shall be a quarter turn ball valve and shall have 2-1/2" NST male threads of brass, chrome plated brass, or stainless steel material. The control handle shall be installed directly on the valve, with a labeled handle. The intake shall be provided with a removable screen and a 2-1/2" NST rocker cap with retaining cable or chain installed.

FIRE PUMP TO WATER TANK FILL LINE WITH PUSH-PULL VALVE CONTROL

1" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow ball valve with 1" piping and flex hose to tank. The push-pull rod valve control handle shall have a nameplate located near the valve control on the rear pump panel.

HOSE BED 1-1/2" DISCHARGE

One (1) 1-1/2" discharge shall be installed at the hosebed. The discharge shall be controlled by a ball valve and shall have 1-1/2" NST male threads of brass, chrome plated brass, or stainless steel material with push-pull t-handle control located at the pump panel. A nameplate label shall be provided adjacent to the control handle.

ELECTRIC REWIND HOSE REEL WITH HOSE

One (1) Hannay painted steel booster/forestry hose reel with leak proof ball bearing swing joint, adjustable friction brake, electric and crank rewind shall be installed. The discharge valve shall be controlled by a push-pull rod with color coded and labelled T-handle located at the rear pump panel.

The reel shall be plumbed with wire reinforced, high-pressure hose coupled. The reel shall be designed to hold 125% of the specified hose capacity. The reel shall be bolted to a mounting system for easy service or removal.

The hose reel is to be mounted between the water tank and the fire pump system on the passenger side of the open bed area under the hosebed and behind the pump panel.

A push button hose reel rewind switch shall be installed to control the electric rewind hose reel. The exact location shall be determined at construction.

One (1) stainless steel four sided captive type hose roller assembly shall be provided. The location of the captive rollers shall be: On the right side of the rear panel; hose passes through the pump panel through the rollers.

Three (3) 50' foot lengths of 1" FireQuip yellow Reel-Lite water hose (150') with lightweight couplings and 300 PSI working pressure shall be provided and mounted on the specified hose reel.

2-1/2" GATED DISCHARGE: REAR

One (1) 2-1/2" discharge shall be installed on the left side of apparatus. The discharge shall be controlled by a quarter turn ball valve located at the pump. The manually operated swing type control shall be located adjacent to the valve. A nameplate label shall be provided adjacent to the control handle.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads. One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

BLEEDER DRAINS:

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed for the following discharges:

- 1.5" hosebed discharge
- 2.5" rear discharge
- 1" booster reel discharge

Each valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

SCOTTY THROUGH-THE-PUMP CLASS A FOAM SYSTEM

A Scotty model 4171 through the pump foam eductor and mixer system shall be provided and installed. It shall be capable of mixing Class A foam concentrate with water. The system shall have a panel mounted metering valve. Foam concentrate flow rates through the metering valve shall be manually controlled to provide the correct amount of concentrate at the eductor. The eductor shall be installed in a water by-pass loop between the

pump intake and pump discharge. The flow in this around-the-pump loop shall create suction to draw the foam concentrate into the eductor, mix it with the water, and inject it into the intake side of the pump.

The system shall provide the following features and capabilities:

- Valve position selector
- Valve position table
- Instruction plate

Class A

Discharge flow rate:	15 to 125 GPM
Proportioning ratio:	0 to 3.75%
Max Operating Pressure:	300psi

FOAM SYSTEM DESIGN AND PERFORMANCE REQUIREMENTS

The proportioning system shall be capable of proportioning foam concentrate in accordance with the foam concentrate manufacturer's recommendations for the type of foam concentrate used in the system over the system's design range of flow and pressures. The foam proportioning system water flow characteristics and the range of proportioning ratio shall be specified as noted herein. The latest foam system shall be in compliance with applicable NFPA standards as it relates to this specified system.

Plumbing and Strainer

The foam concentrate supply line shall be non-collapsible. A means shall be provided to prevent water back flow into the foam proportioning system and the foam concentrate storage tank.

A strainer or filter shall be provided on the foam concentrate supply side of the foam proportioner to prevent any debris that might affect the operation of the foam proportioning system from entering the system. The strainer assembly shall consist of a removable straining element, housing, and retainer. The strainer assembly shall allow full flow capacity of the foam supply line.

Foam System Controls

The foam proportioning system operating controls shall be located on the rear the pump operator's panel and shall be clearly identified. Foam proportioning system shall be provided with accessible controls to completely flush the system with water according to the manufacturer's instructions.

Labels and Instructions

An instruction plate shall be provided for the foam proportioning system. Labels that are marked clearly with the identification and function shall be provided for each control, gauge, and indicator related to the foam proportioning system. A label shall be provided on the pump operator's panel that identifies the type of foam concentrate that the foam proportioning system is designed to use. It shall also state the minimum/maximum foam proportioning rate at the minimum/maximum foam proportioning rated system flow and pressure.

Two (2) copies of an operations and maintenance manual shall be provided. They shall include a complete diagram of the system together with operating instructions and details outlining all recommended maintenance procedures.

Foam System Testing

The foam proportioning system shall be certified by the foam equipment manufacturer and also tested by the installer prior to delivery of the apparatus in compliance to NFPA standards.

1" FOAM TANK CONTROL -- CLASS A

The Class A foam tank shall be plumbed with 1" valve and corrosion resistant hose from the foam tank to the foam inlet of the foam system. The manually opened valve shall be operated by a push pull rod with a t-handle located on the rear pump panel.

INTEGRAL CLASS A FOAM TANK -- 20 GALLON

One (1) twenty (20) gallon Class A foam tank shall be installed within the water tank. The non-corrosive polypropylene foam tank shall meet applicable sections of NFPA standards. The foam concentrate tank shall be provided with sufficient wash partitions so that the maximum dimension perpendicular to the plane of any partition shall not exceed 36 inches. The swash partition(s) shall extend from wall to wall and cover at least 75 percent of the area of the plane of the partition.

The foam concentrate tank shall be provided with a fill tower or expansion compartment. The fill tower opening shall be protected by a completely sealed air-tight cover. The cover shall be attached to the fill tower by mechanical means. The fill opening shall be designed to incorporate a 1/4 inch removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped directly to the bottom of the tank to minimize aeration without the use of funnels or other special devices. The foam tank fill tower shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "FOAM TANK FILL" shall be placed at or near any foam concentrate tank fills opening. A label shall be placed at or near any foam concentrate tank fill opening that specifies the type of foam concentrate the system is designed to use. Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, and a warning message that reads "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

The foam concentrate tank outlet connection shall be designed and located to prevent aeration of the foam concentrate and shall allow withdrawal of 80 percent of the foam concentrate tank storage capacity under all operating conditions with the vehicle level.

FOAM TANK DRAIN – UNDER TANK

The foam tank shall have one (1) 1" gate valve drain provision installed.

FOAM TANK 12-VOLT RE-FILL SYSTEM

One (1) Hale EZ-Fill foam concentrate refill system shall be installed on the apparatus. The system shall permit refilling of the on-board foam tank from an outside foam container or cell. The system does not require the operator to climb to the top of the apparatus with foam buckets to access the foam tank fill tower.

The system shall include an integral 12 volt electric pump, pump control panel, positive displacement foam pump, piping from the panel to the foam tank and a means to flush the system after use. An on-off switch with label shall be provided on the rear pump panel. The inlet connection on the side of the apparatus shall permit use of an intake suction hose and shall be covered with a dust cap.

CLASS A FOAM TANK GAUGE

One (1) Fire Research TankVision Pro model WLA360-A00 foam tank indicator kit shall be installed at the rear pump panel. The kit shall include an electronic indicator module, a pressure sensor, a 10-ft sensor cable and a tank vent. The indicator shall show the volume of Class A foam concentrate in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon, and have a distinctive green label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low foam warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the foam tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors. The foam tank vent shall be installed on the foam fill tower.

WATER TANK: 450 U.S. GALLONS

The apparatus shall be equipped with a four-hundred-fifty (450) gallon polypropylene water tank with a black textured finish constructed of PolymarCO-PP PTE2 resin. The water tank shall be constructed in the same manner as the foam tank. The tank shall be rectangular in design. The tank shall be securely installed at the front of the open area of the apparatus body.

A fill tower with hinged lid measuring approximately 8" shall be provided on the water tank. The tank shall be equipped with the followog:

- 1.5" tank fill inlet port;
- 3" NPT tank suction port piped internally to the sump;
- Sump with anti-swirl plate;
- Two (2) tank mounting tabs;
- Lift points.

WATER TANK GAUGE

One (1) Fire Research TankVision Pro model WLA300-A00 tank indicator kit shall be installed on the rear pump panel. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

NFPA REQUIRED LABELS

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel. The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included. The labels shall be provided with all information and be attached to the apparatus prior to delivery.

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards. Innovative Controls permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.

INTERIOR COMPARTMENT FINISH

The interior compartment walls shall be coated with Line-X. The compartments shall be cleaned with a wax and grease remover and then caulked with a urethane caulk. The lining material shall dry to form an impervious one piece covering to protect the compartment interiors from damage. The Line-X shall be applied on six (6) compartments.

The lining material shall be BLACK in color.

SCBA MOUNTING BRACKETS: 2 HZ-KD-UH-6-SF

Two (2) Zico 45 minute SCBA air pack mounting with spring tension brackets shall be provided and installed at the factory.

CAB : TWO TONE PAINT 2-DOOR

The lower portion of the Ford F-series cab (below the window line) shall be finish painted red to match the apparatus body paint color using the following process.

The door jamb areas of the chassis cab shall be finish painted to match the chassis cab single tone or two tone paint colors.

Cab / Module Prep

Prior to assembly, all joints and seams are to be mechanically etched. All welds shall be ground smooth prior to priming. The bare substrate of the module is first cleaned with a strong surface cleaner to remove fabrication and pneumatic tool oils. *The reason? Cleaning the surface prior to sanding prevents oils and contaminants from being imbedded into the substrate.* After sanding process, a mild surface cleaner removes any sanding dust residue along with pneumatic tool oil. A waterborne surface cleaner is available in case substrate was touched with bare hands or skin.

The following steps must be followed in sequence to properly apply paint to the cab, chassis or module.

SURFACE PREP

- Clean entire modular body with Sikkens OTO using the two-cloth method, wipe on wet, wipe dry.
Reason: Wiping our surface cleaners on wet, contaminants loosen and float to the top. Those floating contaminants then get wiped off with an absorbent towel.
- Using an orbital sander, (where polyester filler will be applied) 80-grit is used to provide a mechanical

tooth for optimal adhesion. 180-grit is then used surrounding the 80-grit area. Sikkens M600 surface cleaner is then used to remove sanding dust and pneumatic tool oil. If bare hands or skin accidentally touched the surface, Sikkens Autoprep waterborne cleaner is used to remove natural oils. *Again: All surface cleaners are applied wet with one towel and wiped dry with another.*

- Rosenbauer approved polyester body filler is then applied over the 80-grit ground areas to cover the imperfections from welds. When body filler dries, it's first sanded with 80-grit then finish sanded with 180-grit to remove all 80-grit sand scratches. Blow off surface dust using approved air wand.
- After body work has been completed, the rest of the aluminum substrate on module gets sanded with 80-grit sandpaper until the surface is bright and sand scratches are consistent. Module gets blown off again to remove all sanding dust.
- Step 1 is essential in achieving proper adhesion.

EPOXY PRIMER and HIGH BUILD primer surfacer APPLICATION PROCESS:

- First, if sanded aluminum substrate has not been primed within 8 hours, aluminum substrate gets re-abraded to remove oxidation that may have begun on aluminum surface. Aluminum substrate gets cleaned with Sikkens M600 surface cleaner using the 2-towel method. Surface cleaners do not get applied over body filler due to polyester filler being absorbent.
- One (1) coat of AkzoNobel LV262 Epoxy primer is applied. This epoxy primer slows down corrosion from happening if in case the unit (once out in the field) has stone chips or scratches down to aluminum. This product is a 2-component epoxy primer meaning it mixes with a hardener. Paint technicians are trained to properly apply this product to achieve a minimum of 1 mil DFT (Dry film thickness) required by AkzoNobel. A blank module schematic showing specific areas to measure dry film thickness is completed on each module /unit.
- Allow LV262 25 minutes minimum dry time prior to applying AkzoNobel LV650 primer surfacer. Apply two to three wet coats of AkzoNobel LV650 two component low VOC high build primer surfacer. A dry film thickness of up to 8 mils can be achieved prior to sanding. Minimum flash between coats is 30 seconds to 5 minutes. LV650 surfacer dries 3 different ways. 8 hour dry without accelerator, bake for 1 hour at 140-degrees or accelerate which allows technicians to sand in 45 minutes @70-degrees.

SANDING:

- Block sand entire module with 320-grit sandpaper minimizing any accidental cut throughs on edges. Blow off body with air gun and move module into paint booth.

PRE TOPCOAT PREPARATION

- Clean areas where Rosenbauer approved seam sealer is applied with Sikkens M600 surface cleaner. If by accident, bare hands or skin touched surface on cab or module, Autoprep waterborne cleaner is used on these areas prior to using M600 cleaner. Both cleaners are used with the 2-towel method.
- Seam seal with Rosenbauer approved non-shrinking moisture cured urethane seam sealer. Technicians follow seam sealer technical data sheets pertaining to application and dry times prior to applying AkzoNobel BT650 basecoat or 650 Topcoat single stage paint.
- Clean module with M600 surface cleaner. If by accident, bare hands or skin touched surface on module,

Autoprep waterborne cleaner is used on these areas prior to using M600 cleaner. Both cleaners are used with the 2-towel method.

- If there are any visible cut throughs, paint techs first use a pre-treatment Alodine wipe followed by one coat of reduced LV262 epoxy primer over these areas and give a 20-minute flash prior to applying BT650 basecoat or Topcoat.
- Tack rag unit to remove any lint or dust that could have landed on surface.

TOPCOAT PROCEDURE

- Mix BT650 basecoat or Topcoat (single stage) polyurethane paint.
- Fluid and spray pattern checks are done prior to applying BT650 base, Topcoat and Clear coat.
- Apply BT650 basecoat until complete coverage is achieved. If Topcoat is applied, a minimum of 1.8 mils is recommended after cut and buff procedure. Note: Topcoat doesn't get clear coated.
- Allow solid color BT650 basecoat to flash 20 minutes prior to applying 3 coats Sikkens LV651 Glamour Clear coat.
- If a metallic color, allow BT650 basecoat to flash 45 minutes prior to applying 3 coats LV651 Glamour Clear coat. Bake body for 45 minutes once surface temp has reached 140-degrees.
- The mil thicknesses are as follows:
 - Autocoat BT LV262 Epoxy Primer 1.0 to 1.5 mils
 - Autocoat BT LV650 2K Primer Surfacer 1.0 to 3.0 mils
 - Autocoat BT LV650 Basecoat color 1.0 to 1.8 mils
 - Autocoat LV651 Clearcoat 2.0 to 3.0 mils
 - Combined total: 5.0 to 9.3 mils

dust residue along with pneumatic tool oil. A waterborne surface cleaner is available in case substrate was touched with bare hands or skin.

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

CLARIFICATIONS/EXCEPTIONS

CLARIFICATIONS TO 2: Rosenbauer exceeds the buyer's published specifications by offering a 20-year body structural warranty.

CLARIFICATION TO 4.7: Per NFPA 1901 Section 15.9.3.2.1 each chevron stripe shall be 6" wide. We are providing 6" wide stripes.

CLARIFICATION 5: Please refer to bid proposal drawing for compartment dimensions. We exceed the published specifications.

CLARIFICATION TO 8: Per Xantrex engineering the 807-2055 model has been discontinued. The replacement model is a 817-2080. A 120volt 20amp power source must be used with this model. Therefore, we are providing a 120volt 20amp shoreline receptacle.

EXCEPTION TO 9: Per Whelen engineering the OBD-2 interface module has not been engineered for use with the Ford F600 chassis and therefore is not included in our proposal.

EXCEPTION TO 10: Rosenbauer does not offer an electrical console in the cab constructed of plywood. We are offering a console constructed of 5052 alloy aluminum plate with an aluminum hinged and latching access lid.

CLARIFICATION TO 16: Rosenbauer no longer installs department supplied communications radios. NAFECO will install the department supplied radio prior to delivery.

CLARIFICATION TO 18: Rosenbauer is providing a 20 gallon foam cell

EXCEPTION TO 18: Rosenbauer no longer offers PPC or thermo-coated black coating on pump panels and body panels. This type of coating has a history of cracking and peeling when subjected to heat or sunlight (please see attached photo with bid). Rosenbauer will use highly durable Black linex coating in place of the PPC.

OPTIONS

Please see the following options for your consideration:

Use one (1) Whelen SA315P siren speaker in place of two (2): **DEDUCT \$ 444.00.**

Use standard extruded aluminum suction hose storage trays in place of upper body hose storage compartments: **DEDUCT \$ 1,656.00**

Use a Class-1 Intelli-Tank 180-degree LED foam tank level gauge in place of the FRC TankVision gauge: **DEDUCT \$ 206.00** from proposal price.

Use a Class-1 Intelli-Tank 180-degree LED water tank level gauge in place of the FRC TankVision gauge: **DEDUCT \$ 142.00** from proposal price.

Use the Rosenbauer standard heavy duty reinforced aluminum treadplate rear step/bumper in place of the customized rear steel bumper: **DEDUCT \$ 3,503.00** from proposal price.

Delete rear aluminum handrail below the hosebed: **DEDUCT \$ 110.00** from proposal price.

Change body paint color to one color (FROM 2-TONE BLACK OVER RED) to match existing Rosenbauer pumper:
DEDUCT \$ 3,283.00

Eliminate Black Linex finish on top of body sides: **DEDUCT: \$ 1,679.00**

Use standard bright finish aluminum rear wheelwell fenderettes in place of rubber fenders:
DEDUCT: \$ 333.00

Use swirled bright finish compartment interior finish in place of black linex: **DEDUCT \$ 870.00**

Use natural finish bright anodized aluminum rubrails in place of black linex rubrails:
DEDUCT: \$ 570.00

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

Prepared by: BRIAN BARRY

09/30/2021

Barry Motor Company | Highway 175 Danbury Iowa | 51019



2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW: XL (F6L)

Price Level: 240

Selected Equip & Specs

Dimensions

• Exterior length: 254.8" • Cab to axle: 84.0" • Exterior width: 80.0" • Wheelbase: 169.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 24.2' • Rear tire outside width: 93.9" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection** * **Recommended fuel : diesel** • federal • TorqShift 10 speed automatic transmission with overdrive • Part-time • Limited slip differential • Fuel Economy City: N/A • Fuel Economy Highway: N/A • Transmission PTO provision

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks • Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6.75 argent steel wheels * **LT245/70SR19.5 GBSW AT front and rear tires** • Dual rear wheels

Body Exterior

• 2 doors * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator** * **Turn signal indicator in mirrors** • Black door mirrors • Black bumpers • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6.75 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter * **Power front windows** * **Driver and passenger 1-touch up** * **Driver and passenger 1-touch down** * **Remote power door locks with 2 stage unlock and illuminated entry** • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device Integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror * **Driver and passenger door blns** • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Auto on/off headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Compass • Outside temperature display • Trip computer • Trip odometer

Safety and Security

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**2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)**

Price Level: 240

Selected Equip & Specs (cont'd)

• 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system • **Remote activated perimeter/approach lighting** • **Power remote door locks with 2 stage unlock and panic alarm** • **Security system with SecuriLock immobilizer** • **MyKey restricted driving mode** • Manually adjustable front head restraints

Dimensions*General Weights*

* Curb	8,198 lbs.	GVWR	22,000 lbs.
* Payload	13,950 lbs.		

Front Weights

Front GAWR	7,500 lbs.	* Front curb weight	4,930 lbs.
Front axle capacity	7,500 lbs.	Front spring rating	7,500 lbs.

Rear Weights

Rear GAWR	15,500 lbs.	* Rear curb weight	3,268 lbs.
Rear axle capacity	15,500 lbs.	Rear spring rating	15,500 lbs.

Trailer Type

Harness	Yes	Trailer sway control	Yes
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General Trailering

* 5th-wheel towing capacity	33900 lbs.	* Gooseneck towing capacity	33900 lbs.
Towing capacity	18340 lbs.	* GCWR	43000 lbs.

Fuel Tank type

Capacity	40 gal.
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Powertrain*Engine Type*

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

Prepared by: BRIAN BARRY

09/30/2021

Barry Motor Company | Highway 175 Danbury Iowa | 51019

**2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)**

Price Level: 240

Selected Equip & Specs (cont'd)

Valvetrain.....OHV

*** Forced induction..... Intercooled turbo****Engine Spec***** Bore..... 3.90"***** Compression ratio..... 15.8:1***** Displacement..... 406 cu.in.***** Stroke..... 4.25"****Engine Power**

SAEJ1349 AUG2004 compliant.....Yes

*** Output..... 330 HP @ 2,600 RPM***** Torque..... 825 ft.-lb @ 2,000 RPM****Alternator***** Type..... Dual***** Amps..... 397****Battery**

Amp hours.....78

Cold cranking amps.....750

Run down protection.....Yes

*** Type..... Dual****Transmission**

Electronic control.....Yes

Lock-up.....Yes

Overdrive.....Yes

Speed.....10

Type.....Automatic

Transmission Gear Ratios

1st.....4.696

2nd.....2.985

3rd.....2.146

4th.....1.769

5th.....1.52

6th.....1.275

7th.....1

8th.....0.854

9th.....0.689

10th.....0.616

Reverse Gear ratios.....4.866

Transmission Extras

Driver selectable mode.....Yes

Sequential shift control.....SelectShift

Oil cooler.....Regular duty

PTO provision.....Yes

Drive Type

4wd type.....Part-time

Type.....Four-wheel

Drive Feature

Limited slip differential.....Mechanical

Traction control.....Driveline

Power take-off provision.....Yes

Locking hub control.....Auto

Transfer case shift.....Electronic

Drive Axle

Ratio.....4.88

Exhaust

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

Prepared by: BRIAN BARRY

09/30/2021



Barry Motor Company | Highway 175 Danbury Iowa | 51019

2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 240

Selected Equip & Specs (cont'd)

Material.....	Stainless steel	System type.....	Single
<i>Emissions</i>			
CARB.....	Federal		
<i>Fuel Economy</i>			
*Fuel type.....	Diesel		
<i>Engine Retarder</i>			
*Type.....	Yes		

Driveability

<i>Brakes</i>			
ABS.....	4-wheel	ABS channels.....	3
Type.....	4-wheel disc	Vented discs.....	Front and rear
<i>Brake Assistance</i>			
Brake assist.....	Yes		
<i>Suspension Control</i>			
Ride.....	Firm		
<i>Front Suspension</i>			
Independence....	Mono-beam non-independent	Anti-roll bar.....	Regular
<i>Front Spring</i>			
Type.....	Coil	Grade.....	HD
<i>Front Shocks</i>			
Type.....	HD		
<i>Rear Suspension</i>			
Independence....	DANA M300 rigid axle	Type.....	Leaf
Anti-roll bar....	Regular		
<i>Rear Spring</i>			
Type.....	Leaf	Grade.....	HD
<i>Rear Shocks</i>			
Type.....	HD		
<i>Steering</i>			
Activation.....	Hydraulic power-assist	Type.....	Re-circulating ball
<i>Steering Specs</i>			
# of wheels.....	2		

Exterior

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

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09/30/2021

Barry Motor Company | Highway 175 Danbury Iowa | 51019

**2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)**

Price Level: 240

Selected Equip & Specs (cont'd)**Front Wheels**

Diameter..... 19.5"

Width..... 6.75"

Rear Wheels

Diameter..... 19.5"

Width..... 6.75"

Dual..... Yes

Front and Rear Wheels

Appearance..... Argent

Material..... Steel

Front Tires

Aspect..... 70

Diameter..... 19.5"

Sidewalls..... BSW

Speed..... S

*Tread..... AT

Type..... LT

Width..... 245mm

LT load rating..... G

Rear Tires

Aspect..... 70

Diameter..... 19.5"

Sidewalls..... BSW

Speed..... S

*Tread..... AT

Type..... LT

Width..... 245mm

LT load rating..... G

Wheels

Front track..... 74.8"

Rear track..... 74.0"

Turning radius..... 24.2'

Wheelbase..... 169.0"

Rear tire outside width..... 93.9"

Body Features

Front splash guards..... Yes

* Skid plate(s)..... 1

Body material..... Aluminum

Side impact beams..... Yes

Front tow hook(s)..... 2

Body Doors

Door count..... 2

Exterior Dimensions

Length..... 254.8"

Body width..... 80.0"

Cab to axle..... 84.0"

Axle to end of frame..... 47.2"

Frame section modulus..... 12.7cu.in.

Frame yield strength (psi)..... 50000.0

Frame rail width..... 34.2"

Front bumper to Front axle..... 38.3"

Cab to end of frame..... 131.2"

Front bumper to back of cab..... 123.7"

Safety**Airbags**

Driver front-impact..... Yes

Driver side-impact..... Seat mounted

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

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09/30/2021

Barry Motor Company | Highway 175 Danbury Iowa | 51019

**2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)**

Price Level: 240

Selected Equip & Specs (cont'd)

Overhead ... Safety Canopy System curtain 1st row

Passenger side-impact ... Seat mounted

Seatbelt

Height adjustable. ... Front

Security

* Immobilizer. ... SecuriLock

* Restricted driving mode. ... MyKey

Passenger front-impact. ... Cancellable

* Panic alarm ... Yes

Seating**Passenger Capacity**

Capacity. ... 3

Front Seats

Split. ... 40-20-40

Type. ... Split-bench

Driver Seat

Fore/aft. ... Manual

Way direction control. ... 4

Reclining. ... Manual

Lumbar support. ... Manual

Passenger seat

Fore/aft. ... Manual

Way direction control. ... 4

Reclining. ... Manual

Front Head Restraint

Control. ... Manual

Type. ... Adjustable

Front Armrest

Centre. ... Yes

Storage. ... Yes

Front Seat Trim

Material. ... Vinyl

Back material. ... Vinyl

Convenience**AC And Heat Type**

Air conditioning. ... Manual

Air filter. ... Yes

Audio System

Radio. ... AM/FM stereo

Seek-scan. ... Yes

Radio grade. ... Regular

External memory control. ... SYNC

Audio Speakers

Speaker type. ... Regular

Speakers. ... 4

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Sales/Prod. Coordinator, Rosenbauer America, LLC

Prepared by: BRIAN BARRY

09/30/2021



Barry Motor Company | Highway 175 Danbury Iowa | 51019

2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 240

Selected Equip & Specs (cont'd)**Audio Controls**

Steering wheel controls.....Yes
Streaming audio.....Bluetooth yes

Voice activation.....Yes

Audio Antenna

Type.....Fixed

LCD Monitors

1st row.....2

Primary monitor size (inches).....4.2

Convenience Features

*Retained accessory power.....Yes
Emergency SOS.....911 Assist
*Back-up alarm.....Yes
Upfitter switches.....Yes

12V DC power outlet.....3
Wireless phone connectivity.....Bluetooth
Smart device integration.....App link

Door Lock Activation

*Type.....Power with 2 stage unlock
*Integrated key/remote.....Yes

* Remote.....Keyfob (all doors)

Door Locks Extra FOB Controls

Remote engine start.....Smart device only

Instrumentation Type

Appearance.....Analog

Instrumentation Gauges

Tachometer.....Yes
*Turbo/supercharger boost.....Yes
Engine hour meter.....Yes

Engine temperature.....Yes
Transmission fluid temp.....Yes

Instrumentation Warnings

Oil pressure.....Yes
Battery.....Yes
Key.....Yes
Door ajar.....Yes
Brake fluid.....Yes

Engine temperature.....Yes
Lights on.....Yes
Low fuel.....Yes
Service interval.....Yes

Instrumentation Displays

Clock.....In-radio display
Exterior temp.....Yes

Compass.....Yes
Systems monitor.....Yes

Instrumentation Feature

Trip computer.....Yes

Trip odometer.....Yes

Steering Wheel Type

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Sales/Prod. Coordinator, Rosenbauer America, LLC

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09/30/2021

Barry Motor Company | Highway 175 Danbury Iowa | 51019



2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 240

Selected Equip & Specs (cont'd)

Material.....Urethane

Telescoping.....Manual

Tilting.....Manual

Front Side Windows

*Window 1st row activation.....Power

Window Features

*1-touch down.....Driver and passenger

Tinted.....Light

*1-touch up.....Driver and passenger

Front Windshield

Wiper.....Variable intermittent

Rear Windshield

Window.....Fixed

Interior**Passenger Visor**

Mirror.....Yes

Rear View Mirror

Day-night.....Yes

Headliner

Coverage.....Full

Material.....Cloth

Floor Trim

Coverage.....Full

Covering.....Vinyl/rubber

Trim Feature

Gear shifter material.....Urethane

Interior accents.....Chrome

Lighting

Dome light type.....Fade

*Illuminated entry.....Yes

Front reading.....Yes

Variable IP lighting.....Yes

Storage

*Driver door bin.....Yes

Glove box.....Locking

Front Beverage holder(s).....Yes

*Passenger door bin.....Yes

Illuminated.....Yes

Dashboard.....Yes

Instrument panel.....Covered bin

Legroom

Front.....43.9"

Headroom

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09/30/2021



Barry Motor Company | Highway 175 Danbury Iowa | 51019

2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 240

Selected Equip & Specs (cont'd)

Front 40.8"

Hip Room

Front... 62.5"

Shoulder Room

Front... 66.7"

Interior Volume

Passenger volume... 64.6 cu.ft.

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

Prepared by: BRIAN BARRY

09/30/2021



Barry Motor Company | Highway 175 Danbury Iowa | 51019

2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 240

Warranty

Standard Warranty

Basic

Distance.....36,000 miles Months..... 36 months

Powertrain

Distance.....60,000 miles Months..... 60 months

Corrosion Perforation

Distance.....Unlimited miles Months..... 60 months

Roadside Assistance

Distance.....60,000 miles Months..... 60 months

Additional Warranty

Diesel Engine

Distance.....100,000 miles Months..... 60 months

Prepared for: Russ Schmidt

Sales/Prod. Coordinator, Rosenbauer America, LLC

Prepared by: BRIAN BARRY

09/30/2021

Barry Motor Company | Highway 175 Danbury Iowa | 51019

2022 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 240



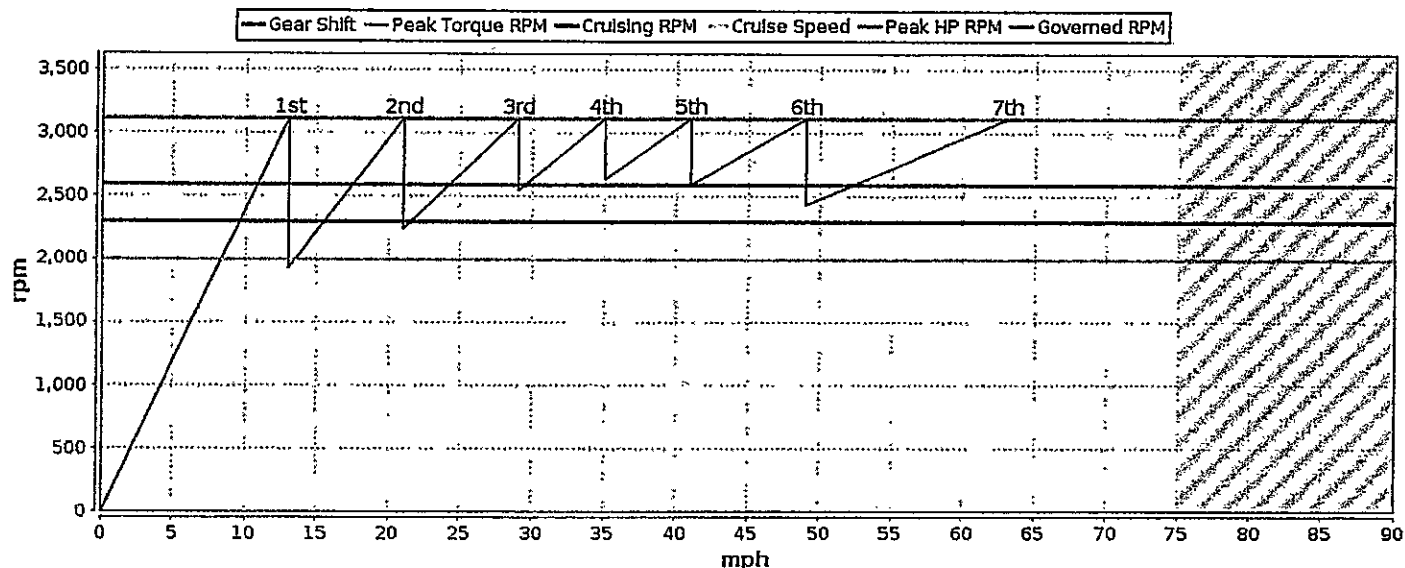
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

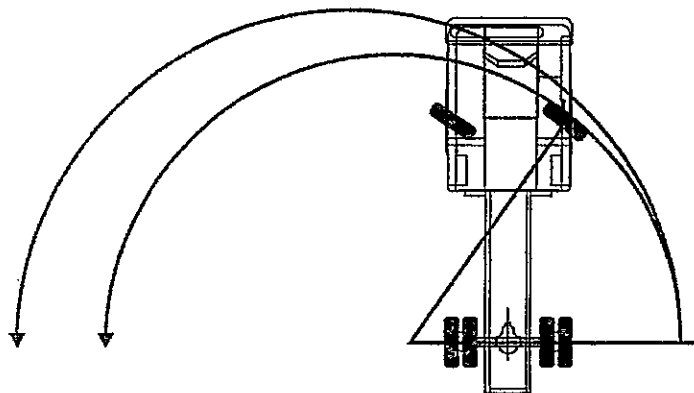
Diesel engines use Governed RPM for shift points.

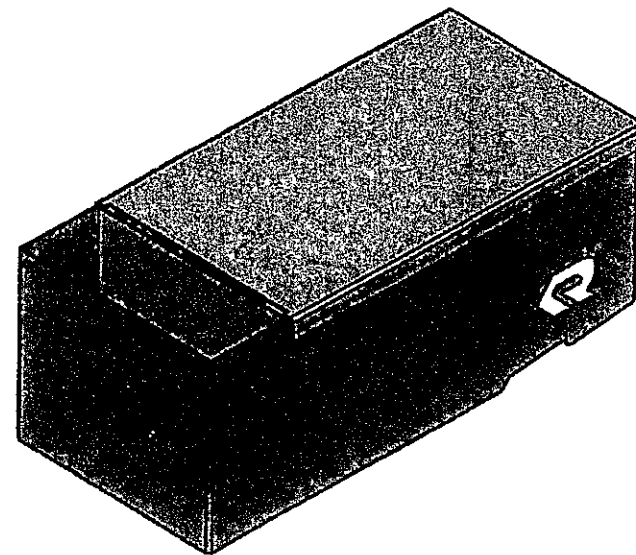
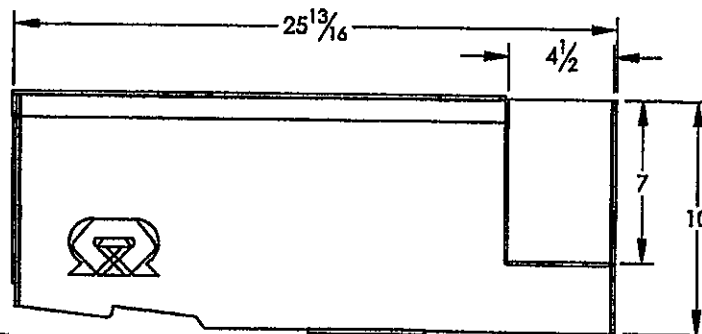
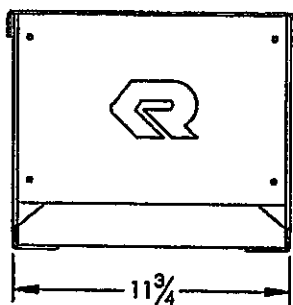
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius 24.25 ft





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		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES		DRAWN	
		TOLERANCES:		CHECKED	
		FRACTIONAL ±		ENG APPR.	
		ANGULAR: MACH ± BEND ±		MFG APPR.	
		TWO PLACE DECIMAL ±		G.A.	
		THREE PLACE DECIMAL ±		COMMENTS:	
		INTERPRET GEOMETRIC			
		TOLERANCING PER:			
		MATERIAL			
NEXT ASSY	USED ON	FINISH			
APPLICATION		DO NOT SCALE DRAWING			

ROSENBAUER SOUTH DAKOTA, LLC

TITLE:

FORD CONSOLE

SIZE DWG. NO.

A BL-AC1268

REV

SCALE: 1:8 WEIGHT: 9.11

SHEET 2 OF 2



Twenty (20) Year FX Aluminum Body Structural Warranty

TERMS AND CONDITIONS

Rosenbauer hereby warrants the Rosenbauer FX aluminum body to be structurally sound and will retain its structural integrity for a warranty period of twenty (20) years starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer, must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within twenty (20) years from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



One (1) Year

Bumper to Bumper

Material and Workmanship

TERMS AND CONDITIONS

Rosenbauer hereby warrants each new fire apparatus to be free from defects in material and workmanship for a warranty period of one (1) year starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within one (1) year from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments, including but not limited to glass, filters, batteries, screens, lubricants, light bulbs, belts, hoses, wiper blades and other incidentals.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer, or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party, including but not limited to commercial chassis, engine, transmission, driveline and axles.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



Ten (10) Year Galvanized Plumbing

TERMS AND CONDITIONS

Rosenbauer hereby warrants the galvanized components that compromise the foam and/or water plumbing system to be free from defects in material and workmanship for a warranty period of ten (10) years starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within ten (10) years from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer, or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



Five (5) Year Paint Warranty

TERMS AND CONDITIONS

Rosenbauer hereby warrants the paint on the body of each new fire & rescue vehicle to be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for a warranty period of five (5) years starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within five (5) years from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to an adhesion defect caused by defective manufacturing methods or paint material selection. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Any item that has been repaired, repainted or altered by a facility not approved in advance by Rosenbauer.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any defect resulting from misuse, negligence, alteration, accident or lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Painted items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party included cabs not manufactured and painted by Rosenbauer.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



ACCEPT ONLY THE BEST™

GENERAL WARRANTY FOR THE CET DROP-IN UNIT

CET warrants to the original purchaser that CET will, at its election, either replace or repair any part of the new equipment sold to the purchaser hereunder which has been given no abnormal use; and which has received proper maintenance; and which is determined by CET to be defective in material or workmanship; and which has, within three (3) years after delivery to the purchaser be returned at the purchaser's expense, with transportation charges prepaid, to CET factory OR which has, within three (3) years after delivery to the purchaser, been pre-approved by CET for a third-party to perform the work. All problems shall be reported to CET in writing and damaged parts shall be returned to CET.

EXCLUSIONS FROM WARRANTY

1. CET incurs no liability under this warranty or otherwise for parts, accessories or components not manufactured by it, but purchased for assembly into the equipment, but CET will assign to the Purchaser whatever warranty rights are extended by the supplier of such part, accessory or component
2. CET incurs no liability under this warranty or otherwise, for equipment which has been abused, altered or improperly maintained, or for equipment which has been returned for inspection or repair more than ten (10) days after defect complained of has been or should have been discovered by the Purchaser, or Equipment which is operated after the defect has been discovered.
3. CET incurs no liability for alteration or repairs unless the Purchaser first receives CET / written consent or approval. CET will not be responsible for work or repairs made or done by others.
4. CET incurs no liability for design alterations, parts, accessories or components which are not standard but are specified by the Purchaser for incorporation into the equipment.

INTERPRETATION

CET shall not be liable for transportation charges either in shipment to or by it and shall not be liable for loss of use, or consequential damage of any kind in connection with the sales, alteration, repair or replacement of any equipment or part thereof. Liability under this warranty is limited to replacement or repair and in any event shall not exceed the purchase price paid. This warranty is not transferable by the Purchaser. CET reserves the right to make changes in design or add any improvements to the Equipment at any time without incurring any obligation to install or modify same on other equipment previously supplied.

There are no other warranties, conditions or representations, expressed or implied, except the above.

SECTION 1 – EMERGENCY LIMITED WARRANTY

ROM Acquisition Corporation, d/b/a ROM Corporation (“**R•O•M**” or “**Warrantor**”), a subsidiary of Safe Fleet Acquisition Corp. (“**Safe Fleet**”), warrants to the original purchaser (“**Customer**”) of the new (not used) equipment and parts manufactured by R•O•M and sold by the Fire, EMS & Industrial Division of Safe Fleet (the “**Safe Fleet FEI Division**”) to such Customer (collectively, the “**Products**”) that each of such Products will be free from manufacturing defects for the applicable period set forth in Section 2 below, in each case commencing on the Warranty Start Date (as defined below), provided that such Product is used under conditions of normal use, that regular periodic maintenance and service is performed, and that such Product was installed in accordance with the instructions published by the Safe Fleet FEI Division, and all in accordance with the Product Documentation (as defined below) and subject to the other terms and conditions set forth below (this “**EMERG Limited Warranty**”).

Notwithstanding the foregoing, the warranty terms and conditions applicable to all products (“**T&T Products**”) which are listed, referred to, or described in the Safe Fleet Truck & Trailer Division’s T&T Limited Warranty (Document Number FM-8.2-120) (the “**T&T Warranty**”) and sold to any customer of Safe Fleet or any of its subsidiaries are and shall be governed by the terms and conditions set forth in such T&T Warranty.

“**Warranty Start Date**” means the date of delivery of the applicable Product; provided, however, that Warrantor, in its sole discretion, instead may elect to designate the date of installation of such product on the subject vehicle as the Warranty Start Date, based on relevant installation documentation submitted by the Customer and accepted and approved by Warrantor in its sole discretion.

This EMERG Limited Warranty is not transferable for any reason, including in the event the applicable Product is sold, traded, transferred or otherwise disposed of in any manner by the original purchaser to another party.

SECTION 2 - APPLICABLE WARRANTY PERIODS

2.1 R•O•M Roll-up Shutter Door & Cargo Cover (Horizontal Hose Bed Cover) – 7 years, except for related electrical components and paint, which are as set forth in Sections 2.3, 2.4 and 2.5 below.

2.2 R•O•M Extreme Cargo Tray and Slides – 7 years.

2.3 DuroStrip™ Lightbar & LED V3 Lightbar components – 7 years, except: door ajar switch, 3 years, and all other electrical components, 1 year.

2.4 DuroLumen™ LED V3 & DuroLumen™ LED V4 Light – 7 years.

2.5 Perfect Match Wet Paint System™:

- **PPG Delta / Delfleet:** 7 years (84 months) for cracking or checking, peeling or de-lamination of the topcoat or other layer of paint, or excessive loss of gloss caused from cracking, checking and hazing.
- **Sikkens Autocoat LV:**
 - 7 years (84 months) for items directly related to durability and appearance of the topcoat (gloss, color retention, cracking).
 - Full or partial coverage for 6 years (72 months) for items related to the integrity of the entire coating system (adhesion, peeling), as follows: Coverage will be 100% for the first 36 months, 50% from the 37th month through the 48th month, and 25% from the 49th month through the 72nd month.
- **DuPont Performance Coating products – Imron and Imron Elite:** Warrantor warrants that finished areas will be free throughout the applicable warranty period from: corrosion, blistering, cracking, peeling, hazing, chalking, delamination, and unreasonable loss of gloss throughout the entire finished area. Covered 100% for 60 months from date of purchase, coverage will be 75% from the 61st month to the 72nd month from the date of purchase, and coverage will be 50% from the 73rd month to the 84th month from date of purchase.
- For Customer-supplied paint, this EMERG Limited Warranty shall not apply; rather, obtaining and pursuing warranty coverage from the applicable third party will be solely Customer’s responsibility.

- 2.6 All Truck & Trailer Products** – see Section 2 of the Safe Fleet Truck & Trailer Warranty FM-8.2-120
- 2.7** Notwithstanding the foregoing, and further subject to Section 2.8 below, in no event shall the warranty period exceed 3 years for the cost of any labor performed with respect to any claim for a Product still under warranty.
- 2.8** When Warrantor replaces any part which is a component of a product listed above in this Section 2, the warranty period for such replacement part equals the warranty period remaining on such product at the time of such part replacement (i.e., furnishing the replacement part does not extend the original warranty period or start a new warranty period), but in no event extending beyond 90 days after the delivery date of such part, and is subject to all other terms and conditions of this EMERG Limited Warranty.

SECTION 3 – CERTAIN EXCLUSIONS FROM WARRANTY

- 3.1 This EMERG Limited Warranty does not cover normal maintenance, service or adjustments, nor does it cover damage to Products relating to:**
- a. Accident, alteration, misuse, negligence, abuse, vandalism or physical damage;
 - b. Any repair, replacement or alteration by a facility not approved in advance by Warrantor;
 - c. Improper installation (including electrical damage caused by improper installation) or failure to follow installation instructions provided by Warrantor;
 - d. Use inconsistent with the instruction manual, safety warnings, product labeling, datasheets, specification sheets and/or other installation, use, operation and technical documentation provided and/or published by the Safe Fleet FEI Division (collectively, "Product Documentation");
 - e. Use of equipment or parts not manufactured by Warrantor;
 - f. Fire, explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;
 - g. Exposure to excessive heat, other severe environmental conditions, or unintended uses and/or substances;
 - h. Exposure to chemicals or other substances (other than cleaning agents specifically recommended in the Product Documentation);
 - i. Acts or omissions of any carrier delivering any Products;
 - j. Any failure to care for or maintain any Product in accordance with the Product Documentation;
 - k. In the case of R-O-M Roll-up Shutter Doors, damage resulting from the door being left in the open position while the vehicle is in motion; or
 - l. In the case of R-O-M Roll-up Shutter Perfect Match Wet Paint Systems, damage resulting from or relating to:
 - Application or removal of stickers, decals, adhesive tapes or adhesives of any kind or other subsequently applied signs, artwork or lettering; or
 - Accidents, scratches, abrasions, chips, bruises or gloss reduction, whether caused intentionally, accidentally or by normal vehicle use and maintenance; or
 - Hazing, chalking, loss of gloss or peeling caused by improper care, abrasive polishes, aggressive chemicals, cleaning agents, heavy-duty pressure washing or aggressive mechanical wash systems.
- 3.2** In addition to the above, in the case of DuroLumen LED V3 and DuroLumen LED V4 lights, this EMERG Limited Warranty does not cover use for severe applications, including (but, for clarity, not limited to) off-road vehicles, construction equipment, buses, or external applications.

SECTION 4 – CERTAIN ADDITIONAL CONDITIONS OF WARRANTY

4.1 In addition to the other exclusions, limitations, exceptions, qualifications and conditions set forth herein, this EMERG Limited Warranty is conditioned upon, and will be invalidated by failure to comply with any of, the following conditions:

- a. All Products, and all ancillary equipment, components and parts, must be installed in accordance with the Product Documentation.
- b. Regular maintenance and service must be performed on all Products, in accordance with the Product Documentation.
- c. Products must be put to their intended use, in accordance with the Product Documentation.
- d. Replacement parts must be manufactured by Warrantor.
- e. Complete compliance with the claims procedure set forth in Section 5 below.
- f. Warrantor must have received full and timely payment of all invoices issued to Customer.

SECTION 5 - NOTICE OF CLAIMS AND REPLACEMENT POLICY

5.1 Claims under this EMERG Limited Warranty must be in writing and presented to and received by R.O.M at 6800 East 163rd Street, Belton, Missouri 64012 within the applicable warranty period set forth in Sections 1 and 2 above. All claims must include the serial number of the applicable Product, the name of the Customer (which must be the original purchaser), and the date (as to which Warrantor may require written evidence) the alleged defect was discovered. Within 30 business days of receiving a written claim pursuant to this Section 5.1, a member of Warrantor's staff will contact Customer and arrange for a time and place for a Warrantor representative to inspect the applicable Product, if necessary, and/or Warrantor may require the return of the applicable Product. For clarity, in addition to the other provisions of this Section 5, all EMERG Limited Warranty claims MUST be fully approved by Warrantor, in its sole discretion, prior to the commencement of any repair or replacement work in respect of such claims.

If Warrantor instructs Customer to return any Product to Warrantor, the item will be assigned a Return Goods Authorization ("RGA") number and must be returned to Warrantor, with transportation charges prepaid, within 30 days of the RGA number being assigned. If the item is not returned within such 30-day period, this EMERG Limited Warranty automatically will terminate (and Warrantor will have no further liability or obligation) with respect to that Product.

5.2 After a representative of Warrantor inspects the applicable Product or otherwise assesses the problem, Warrantor will determine and take appropriate action (if any), in its sole discretion, to remedy the alleged problem. If the claim is for a manufacturing defect, Warrantor must be satisfied, in its sole discretion, that such Product was defective at the time it left Warrantor's factory.

5.3 If Warrantor ships a replacement part prior to receipt of the allegedly defective part it is intended to replace, such replacement part at Warrantor's discretion will be invoiced FOB Belton, Missouri, and upon receipt of such allegedly defective part, Warrantor will credit Customer's account if Warrantor determines, in its sole discretion, that such returned part is covered by this EMERG Limited Warranty. Warrantor may, in its sole discretion, use new or refurbished replacement parts for repairs and/or replace affected Products or parts with Products or parts that are materially functionally equivalent to the replaced Products or parts.

5.4 Further subject to the time limitations provided in Sections 2.6 and 2.7 above, Warrantor will determine, in its sole discretion, the amount of time that it will reimburse for any labor associated with this EMERG Limited Warranty, depending on the nature of the claim. Warrantor will not reimburse any labor connected with the removal or reinstallation of adhesives, decals, stickers, tapes, etc. Subject to this Section 5.4, Warrantor may reimburse for labor (covering removal, replacement and reinstallation with respect to the applicable allegedly defective Product) with prior approval from an authorized Warrantor representative, but strictly adhering to the maximum reimbursement rate and time allowance parameters then in effect for Warrantor, which may be obtained by calling R.O.M, toll-free, at 800-827-3692. Warranty coverage applies only to original equipment supplied by Warrantor and does not extend to door attachments, including (but not limited to) decals, emblems, stripes and adhesives, equipment removal, compartment configurations (i.e., false walls, shelves), etc. In all cases, any authorized reimbursement is for actual repair time only; travel to and from vehicle location is not covered.

SECTION 6 – REMEDY

6.1 Customer's sole and exclusive remedy under this EMERG Limited Warranty is the repair or replacement of Products, as determined by Warrantor in its sole discretion, subject to the terms and conditions of this EMERG Limited Warranty.

SECTION 7 – INTERNATIONAL SHIPMENTS

7.1 For all repaired and replacement Products shipped outside of the United States under this EMERG Limited Warranty:

- a. Customer / recipient is responsible for all taxes, levies, customs fees, import duties and the like imposed by the destination country.
- b. Customer / recipient is responsible for assuring lawful importation into the destination country.
- c. Recipient is the importer of record and must comply with all laws and regulations of the destination country.
- d. Product Documentation may not be in destination country languages.
- e. Products, Product Documentation and other accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling or other requirements.
- f. Service / labor to repair or replace any Product or part thereof (whether configured or non-configured) is not covered (except that it is covered solely in Canada and solely in the case of configured parts).

SECTION 8 - LIMITATION OF LIABILITY

8.1 THIS EMERG LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND WITH RESPECT TO PRODUCTS AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATED TO ANY PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NO DEALER, DISTRIBUTOR OR OTHER SUPPLIER OF PRODUCTS OR ANY OTHER PARTY HAS THE AUTHORITY TO MODIFY OR AMEND THIS EMERG LIMITED WARRANTY IN ANY RESPECT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF WARRANTOR (WHICH WARRANTOR MAY WITHHOLD AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION).

8.2 IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGE WAS FORESEEABLE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN ALL CASES WHETHER AS THE RESULT OF OR BASED ON ACTUAL OR ALLEGED BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING ANY FORM OF NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PRODUCT(S) OR PARTS, LOSS OF TIME, PROFITS, SALES OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DEATH OR PERSONAL INJURY, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS EMERG LIMITED WARRANTY OR ANY OBLIGATIONS HEREUNDER.

8.3 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON BY ANY CUSTOMER OR ANY OTHER PARTY, OR BE DEEMED PART OF THIS EMERG LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN WARRANTOR AND ANY CUSTOMER.

8.4 WARRANTOR RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS EMERG LIMITED WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION OR DISCONTINUANCE WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY PRODUCT PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE HAS OCCURRED. IN ADDITION, WARRANTOR RESERVES THE RIGHT TO CHANGE ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN WARRANTOR'S PREVIOUSLY MANUFACTURED PRODUCTS.

SPECIFICATIONS

Input Voltage: 12 to 30 VDC (32V absolute)
Input Current: 30mA,Max
Temperature Range: -40F to 120F
Bar Graph Range:12-13 +/-25 (bottom to top)
Low Voltage: < 12.0 VDC
High Voltage: >14.8 VDC
Cord: 20 AWG, 4-conductor
Cord Type: 16 feet
Warranty: 3 year

INSTALLATION RECORD

DATE INSTALLED _____

INSTALLED BY _____

VEHICLE IDENTIFICATION _____

VEHICLE OWNER _____

WARRANTY POLICY

All products of Kussmaul Electronics are warranted to be free of defects of material or workmanship. Liability is limited to repairing or replacing at our factory, without charge, any material or defects which become apparent in normal use within 2 years from the date the equipment was shipped. Equipment is to be returned, shipping charges prepaid and will be returned, after repair, shipping charges paid.

Kussmaul Electronics shall have no liability for damages of any kind to associated equipment arising from the installation and/or use of the Kussmaul Electronics products. The purchaser, by the acceptance of the equipment, assumes all liability for any damages which may result from its installation, use or misuse, by the purchaser, his or its employees or others.



Members of
Fire and Emergency
Manufacturers and
Service Association



Members of
National Fire
Protection
Association



Members of
Fire Apparatus
Manufacturers
Association



170 Cherry Avenue
West Sayville, NY 11796
www.kussmaul.com

KE KUSSMAULTM
ELECTRONICS
ENERGIZED AND READY, WHEN SECONDS COUNT

Ph: 800-346-0857
Fax: 631-567-5826
sales@kussmaul.com

CET WATER TANK LIMITED LIFETIME WARRANTY



ACCEPT ONLY THE BEST™

CET Fire Pumps, Mfg. warrants each CET water and/or foam tank to be from manufacturing defects in material and workmanship for the service life of the original vehicle. Every CET tank shall be thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the CET Fire Pumps, Mfg. installation guidelines.

CET will repair or, at its option, replace the tank with a new tank. CET will cover, within the first (3) three years, customary and reasonable costs to remove, repair, re-install, with travel expenses. From year three (3+) only repairs will be covered under this warranty. From year three (3+) CET will cover costs associated with the repair of the water tank only. Cost of removal, re-installation, travel to the repair location, shipping costs to and from the factory, will not be covered under this warranty. All such costs will be customers responsibility. This warranty will not cover tanks that have been improperly installed, misused, or abused. The serial number must not have been altered, defaced or removed. CET will not cover any unauthorized third party repairs or alterations. Any of these actions may void this warranty. After 10 years of service life, CET will repair the tank, under warranty, only at a CET facility. Only the cost of the tank repair specifically, will be covered under this warranty, at this CET location.

There are no warranties, expressed or implied, which extend beyond the description of the face, hereof. There is no express or implied warranty of merchantability or a warranty of fitness for a particular purpose. Additionally, this warranty is in lieu of all other obligations or liabilities on the part of CET Fire Pumps, Mfg.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. CET Fire Pumps, Mfg. neither authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

In no event will CET Fire Pumps, Mfg. be liable for an amount in excess of the present purchase price, for any loss or damage, whether direct or indirect, incidental, consequential, or otherwise arising out of failure of its product.

This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

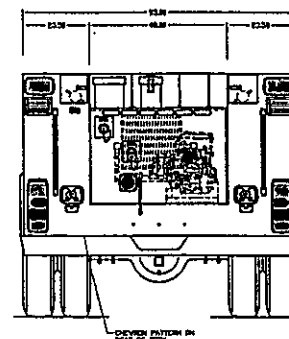
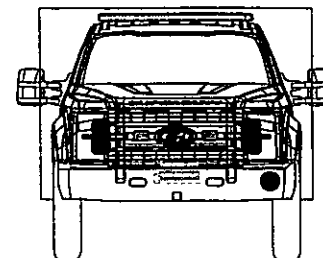
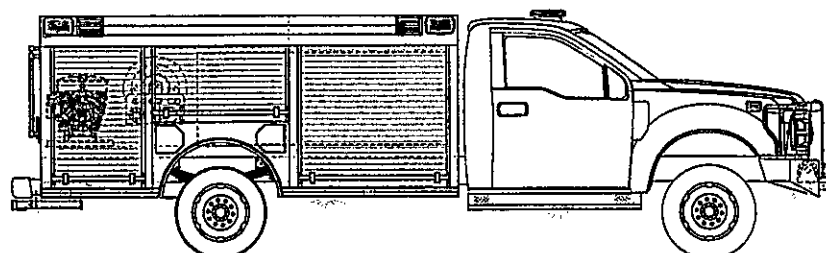
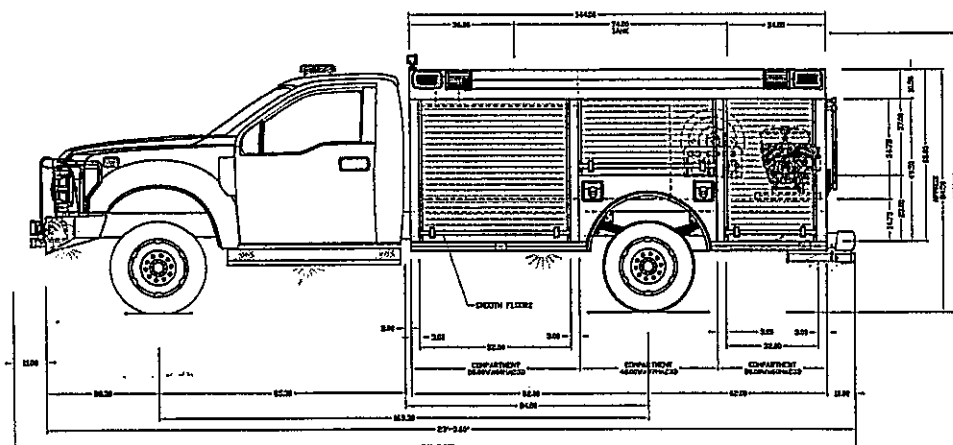
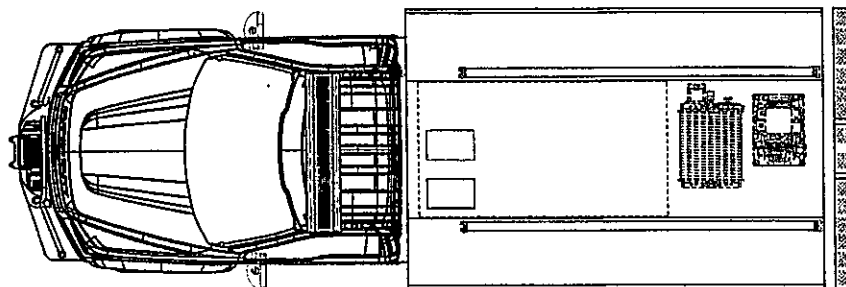
The warranty is transferable within the United States and Canada at the discretion of CET Fire Pumps, Mfg. by notifying CET Fire Pumps, Mfg. within thirty (30) days of the vehicle transfer date. At that time, CET will, at its discretion, provide a transfer of ownership form.

MANUFACTURER'S DISCRETION

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.



PART 3



NOTES:

1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
2. DO NOT SCALE DRAWING.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS.

APPROVED BY:

CHASSIS: FORD

PUMP: CET AUX

TANK: POLY/450/20(FOAM)

PANEL MATL: LINE X

COMP INTERIOR: LINE X

REVISED BY: DATE 8/12/21
 DRAWN BY: DATE 8/12/21

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS
 THE SOLE PROPERTY OF ROSENBAUM. ANY
 REPRODUCTION IN PART OR AS A WHOLE WITHOUT
 THE WRITTEN PERMISSION OF ROSENBAUM IS
 PROHIBITED.

MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	95"

TAYLOR CO., FL





PART 4



PROPOSAL INTRODUCTION

NAFECO, the Rosenbauer authorized sales and service dealership for Florida, Alabama, Georgia and Tennessee is pleased to present this proposal for one (1) Rosenbauer all-aluminum heavy due Quick Response Squad Apparatus. The formal proposal page is attached to this submittal.

The proposal price includes the following:

- The maximum cost of the specified apparatus;
- All standard and requested extended warranties;
- Cost of 100% Performance Bond;
- All tool mounting as required;
- Delivery and post-delivery NFPA 1901 basic familiarization training;
- Complete pre-delivery inspection of the apparatus at NAFECO;
- Pre-construction conference at the factory in South Dakota including all flights, lodging and meals expenses for 2 fire department representatives.
- Final inspection of the apparatus at the factory in South Dakota including all flights, lodging and meals expenses for 2 fire department representatives.

Rosenbauer does offer as an option a generous discount if the apparatus is paid for at the time of issuance of a Purchase Order to Rosenbauer. If the Purchaser elects to make a 100% pre-payment the following discount shall apply : \$ 6,124.00.

Thank you for the opportunity to provide this proposal. We look forward to doing business with you!

NAFECO 1515 W. MOULTON STREET DECATUR, AL 35601 800-628-6233

Taylor County Board of County Commissioners
108 N. Jefferson Street, Suite 102
Perry, Florida 32347



Date: October 1, 2021

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Taylor County Board of County Commissioners, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Pumper, complete with Ford chassis per attached specifications.	\$270,676.00 each
--	-------------------

Gross due upon completion and delivery total
--

TOTAL	\$270,676.00
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All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 395 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 150 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.482.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.482.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

**PAYMENT TERMS:**

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: NAFECO

Sales Rep: Phil Lincoln

Buyer:

We accept the above proposal and enter into contract with signature below.

Title: _____

Title: _____

Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer South Dakota, LLC

Title: _____

Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Satisfaction of Mortgage and Security Agreement for Stephen A. Brown and Amelia D. Brown who received Down Payment Assistance through the SHIP program in March 2007.

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue:

Board to approve Satisfaction of Florida Housing Finance Corporation Home Investment Partnership Program Subordinate Mortgage for Stephen A. Brown and Amelia D. Brown who received Down Payment Assistance through the SHIP Program, March 2007 in the amount of \$10,000. The term of the subordinate mortgage was five years. All terms have been satisfied.

Recommended Action:

Approve Satisfaction of Subordinate Mortgage.

Fiscal Impact:

N/A

Submitted By:

Jami Evans, Grant Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Browns received Down Payment Assistance through the SHIP program in the amount of \$10,000 in March 2007. The Subordinate Mortgage was for a term of five years. All terms of the subordinate mortgage have been satisfied.

Attachments:

Satisfaction of Florida Housing Finance Corporation Home Investment Partnership Program Subordinate Mortgage

**SATISFACTION OF FLORIDA HOUSING FINANCE CORPORATION HOME INVESTMENT
PARTNERSHIP PROGRAM SUBORDINATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Subordinate Mortgage under Taylor County, Florida Housing Finance Corporation Home Investment Partnership Program executed by **STEPHEN A. BROWN, a married man and AMELIA D. BROWN, his wife**, bearing date the 30th day of March, 2007, recorded in Official Records Book 596, pages 814 - 821, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a debt of \$10,000.00, and certain promises and obligations set forth in said Subordinate Mortgage Under Taylor County, Florida Housing Finance Corporation Home Investment Partnership Program, upon the property situate in said Taylor County, Florida, described as follows, to-wit:

COMMENCING AT THE NORTHWEST CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 8 EAST; THENCE RUN SOUTH 420 FEET FOR A POINT OF BEGINNING; THENCE RUN EAST 189 FEET; THENCE RUN SOUTH 210 FEET; THENCE RUN WEST 189 FEET; THENCE RUN NORTH 210 FEET TO THE POINT OF BEGINNING.

hereby acknowledge full payment and satisfaction of said Subordinate Mortgage Under Taylor County, Florida Housing Finance Corporation Home Investment Partnership Program, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this _____ day of _____, 2021.

Signed, Sealed and Delivered:
in Presence of:

_____(SEAL)
THOMAS DEMPS, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:

GARY KNOWLES, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared THOMAS DEMPS, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF COUNTY ADMINISTRATOR'S SIGNATURE ON ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL

MEETING DATE REQUESTED:

10/19/2021

Statement of Issue: TO SUBMIT ANNUAL CERTIFIED BUDGET TO FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Recommended Action: RATIFY SIGNATURE

Fiscal Impact: \$38,998

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PER FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, TAYLOR COUNTY MUST SUBMIT THE ANNUAL CERTIFIED BUDGET THAT REPORTS THE STATE AND LOCAL FUNDING FOR MOSQUITO CONTROL OPERATIONS.

Options:

Attachments: BUDGET REPORT
SIGNATURE AUTHORIZATION RESOLUTION



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL

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

NICOLE "NIKKI" FRIED
COMMISSIONER

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

County or District Taylor

FISCAL YEAR: **2021-2022**

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$63,377.00	\$63,377.00	
334.1	State Grant	\$38,998.00	\$0.00	\$38,998.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$102,375.00	\$63,377.00	\$38,998.00
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
Total Budgetary Receipts & Balances		\$102,375.00	\$63,377.00	\$38,998.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$51,213.00	\$28,241.00	\$22,972.00
20	Personal Services Benefits	\$17,903.00	\$6,861.00	\$11,042.00
30	Operating Expense	\$925.00	\$925.00	\$0.00
40	Travel & Per Diem	\$0.00	\$0.00	\$0.00
41	Communication Serv	\$775.00	\$775.00	\$0.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$275.00	\$275.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$1,284.00	\$1,284.00	\$0.00
46	Repairs & Maintenance	\$1,425.00	\$1,425.00	\$0.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$100.00	\$100.00	\$0.00
51	Office Supplies	\$580.00	\$580.00	\$0.00
52.1	Gasoline/Oil/Lube	\$3,900.00	\$3,900.00	\$0.00
52.2	Chemicals	\$23,495.00	\$18,511.00	\$4,984.00
52.3	Protective Clothing	\$200.00	\$200.00	\$0.00
52.4	Misc. Supplies	\$0.00	\$0.00	\$0.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$300.00	\$300.00	\$0.00
55	Training	\$0.00	\$0.00	\$0.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$102,375.00	\$63,377.00	\$38,998.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$102,375.00	\$63,377.00	\$38,998.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this 20th day of September 2021.

SIGNED: Lauranda Pemberton County Administrator
For Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: _____

Mosquito Control Program

SUNGARD PENTAMATION, INC.
 DATE: 10/05/2021
 TIME: 09:30:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 RXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0281'
 ACCOUNTING PERIOD: 1/22

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
 TOTALED ON: FUND,TOTL/DEPT
 PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
 FUNCTION-530 PHYSICAL ENVIRONMENT
 ACTIVITY-537 CONSERVATION & RESOURCE MGT
 TOTL/DEPT-0281 MOSQUITO CONTROL

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	22,972.00	.00	.00	.00	22,972.00	.00
52110	FICA/MEDICARE TAXES	1,759.00	.00	.00	.00	1,759.00	.00
52200	RETIREMENT CONTRIBUTIONS	2,487.00	.00	.00	.00	2,487.00	.00
52300	HEALTH INSURANCE	5,324.00	.00	.00	.00	5,324.00	.00
52320	LIFE INSURANCE	33.00	.00	.00	.00	33.00	.00
52400	WORKERS' COMPENSATION	1,439.00	.00	.00	.00	1,439.00	.00
55201	GEN. OPERATING SUPPLIES	4,984.00	.00	.00	.00	4,984.00	.00
	TOTAL MOSQUITO CONTROL	38,998.00	.00	.00	.00	38,998.00	.00
	TOTAL GENERAL FUND	38,998.00	.00	.00	.00	38,998.00	.00
	TOTAL REPORT	38,998.00	.00	.00	.00	38,998.00	.00

SUNGARD PENTAMATION, INC.
DATE: 10/05/2021
TIME: 09:27:38

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: expledgr.key_orgn='0277'
ACCOUNTING PERIOD: 1/22

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-537 CONSERVAIN & RESOURCE MGT
TOTL/DEPT-0277 MOSQUITO CONTROL LOCAL

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	26,241.00	.00	.00	.00	26,241.00	.00
51400	OVERTIME	2,000.00	.00	.00	.00	2,000.00	.00
52110	FICA/MEDICARE TAXES	2,161.00	.00	.00	.00	2,161.00	.00
52200	RETIREMENT CONTRIBUTIONS	1,255.00	.00	.00	.00	1,255.00	.00
52300	HEALTH INSURANCE	1,868.00	.00	.00	.00	1,868.00	.00
52320	LIFE INSURANCE	12.00	.00	.00	.00	12.00	.00
52400	WORKERS' COMPENSATION	1,565.00	.00	.00	.00	1,565.00	.00
53401	CONTRACTUAL SERVICES	925.00	.00	.00	.00	925.00	.00
54100	COMMUNICATIONS	775.00	.00	.00	.00	775.00	.00
54300	UTILITY SERVICES	275.00	.00	.00	.00	275.00	.00
54500	INSURANCE	1,284.00	.00	.00	.00	1,284.00	.00
54620	R&M EQUIPMENT	700.00	.00	.00	.00	700.00	.00
54640	R&M AUTOMOBILE	725.00	.00	.00	.00	725.00	.00
54902	LEGAL ADVERTISING	100.00	.00	.00	.00	100.00	.00
55101	OFFICE SUPPLIES	200.00	.00	.00	.00	200.00	.00
55110	OFFICE COPIER EXPENSE	380.00	40.32	.00	40.32	339.68	10.61
55201	GEN. OPERATING SUPPLIES	18,511.00	.00	.00	.00	18,511.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	200.00	.00	.00	.00	200.00	.00
55210	PETROLEUM PRODUCTS	3,900.00	.00	.00	.00	3,900.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	300.00	.00	.00	.00	300.00	.00
	TOTAL MOSQUITO CONTROL LOCAL	63,377.00	40.32	.00	40.32	63,336.68	.06
	TOTAL GENERAL FUND	63,377.00	40.32	.00	40.32	63,336.68	.06
	TOTAL REPORT	63,377.00	40.32	.00	40.32	63,336.68	.06

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA,
AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES (DACS)
MOSQUITO CONTROL BUDGET DOCUMENTS AND
CONTRACTS ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of County Commissioners has entrusted the County Administrator to conduct the day-to-day operations of the County, and

WHEREAS, the Board of County Commissioners during a regularly scheduled meeting on January 7, 2019, specifically authorized the County Administrator to execute all administrative and non-legislative documents on behalf of the Board of County Commissioners with the exception of Deeds and Satisfaction in order to expedite the day-to-day operations of the County, and

WHEREAS, the documents executed by the County Administrator are included in the consent items on the next available agenda, for ratification by the Board, and

WHEREAS, the Florida Department of Agriculture and Consumer Services requests a specific resolution giving the County Administrator specific authority to sign Florida Department of Agriculture and Consumer Services Mosquito Control budget documents and contracts in order to expedite the process, and

WHEREAS, the Board desires that the County Administrator be authorized to sign the above listed Florida Department of Agriculture and Consumer Services documents on behalf of the Board.

NOW, THEREFORE, BE IT RESOLVED, that a copy of this resolution is placed in the minutes of this Board and that a copy is forwarded to the Florida Department of Agriculture and Consumer Services.

PASSED in regular session this 7th day of January, 2019.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

PAM FEAGLE, CHAIR

ATTEST: Annie Mae Murphy
ANNIE MAE MURPHY, CLERK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider adoption of a resolution to abandon a portion of a 70-foot right-of-way located between 1st Ave NE and the Steinhatchee Landing Resort.

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue: Public hearing for right-of-way abandonment

Fiscal Impact: Property added to tax roll

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Leonard V. Jr. & Cindy Beth Moore

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received a right of way abandonment application from Leonard V Jr. & Cindy Beth Moore on September 20, 2021. The application requests abandonment of an approximately 70' x 70' portion of a right-of-way. The request site is located between 1st Ave NE and the Steinhatchee Landing Resort. The request consists of .11 acres. A notice for the required public hearing was advertised in the newspaper on October 1st and notice was sent to all property owners within 500 feet from the subject areas as required by the Land Development Code.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close portions of the right-of-ways.

Options:

1. Approve abandonment
2. Deny the abandonment

Attachments:

1. Copy of application
2. Copy of resolution
3. Copy of notice
4. Location map

Moore Road
Closing Public
hearing
10.19.21

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 9-20-21 RECEIPT #: 2270

ROAD NAME: Seventeenth St. NE

PHYSICAL LOCATION: First Ave NE, part of parcel #10508-500

APPLICANT: Leonard V. Moore, Jr. and Cindy Beth Moore

ADDRESS: 1327 Bessent Rd. Starke, FL 32091

PHONE #: 904-263-0568

ADJOINING PROPERTY OWNER(S)

NAME: Belinda Kitos SIGNATURE: [Signature]

ADDRESS: 10119 NW 60th Ave, Ocala PHONE: 352-843-1565

NAME: Robert Kitos SIGNATURE: [Signature]

ADDRESS: 10119 NW 60th Ave, Ocala, FL PHONE: 352-843-0349

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

PETITION TYPE

Plat: _____ Portion of plat: _____ Right-of-way: ☒ Public easement: _____

Public interest in private right-of-way: _____

Statement of Reasons for Road Right-of-Way Abandonment Request

This road right-of-way abandonment petition is in reference to the piece of parcel #10508-500 that is located between our parcel #10252-105 and parcel #10374-000, owned by Robert and Belinda Kitos. The property was apparently used for a road many years ago. Now it is just a vacant piece of land. We would like to utilize the property to widen our parcel to increase our flexibility in choosing a house plan.

We would appreciate your consideration in this matter.

Len & Beth Moore

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: Lawrence L. Moore Jr. Cindy Beth Moore

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: _____

Print Name

SIGNATURE: _____

Legals 10-01-2021

NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 9:05 a.m. on the 19th day of October, 2021, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, hold a public hearing to consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows: A parcel of land lying in Section 30, Township 9 South, Range 10 East, being a portion of Seventeenth Street N.E. lying North of First Avenue N.E. as shown on the plat of STEINHATCHEE SUBDIVISION as recorded in Plat Book 1, pages 26 and 27 and also shown on the plat of STEINHATCHEE LANDING RESORT 2004 EXPANSION as recorded in Plat Book 1, pages 195-A through 195-F, of the Public Records of Taylor County, Florida, being more particularly described as follows: BEGIN at a found 1" iron pipe (no ident.) marking the Southwest corner of Block #14 of said STEINHATCHEE SUBDIVISION (said point also being the Southwest corner of Lot #10 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION) and run thence North 89 degrees 52 minutes 00 seconds West, along the North right of way line of First Avenue N.E., a distance of 69.99 feet to a found 5/8" iron rod marked "L.B. 4765" at the Southeast corner of Lot #16 of Block #1 of said STEINHATCHEE SUBDIVISION; thence North 00 degrees 02 minutes 59 seconds East, along the East boundary of said Lot #16 and the West right of way line of Seventeenth Street N.E., a distance of 69.61 feet to a found 3" iron pipe (no ident.) at the Northeast corner of said Lot #16 of Block #1 (said point also being the Southeast corner of Lot #8 and the Southwest corner of Lot #9 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION); thence North 89 degrees 55 minutes 27 seconds East, along the South boundary of said Lot #9 of STEINHATCHEE LANDING RESORT 2004 EXPANSION, a distance of 50.43 feet to a found 5/8" iron rod marked "L.B. 4765" at the Southeast corner of said Lot #9 and the Southwest corner of Lot #10 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION; thence South 89 degrees 54 minutes 21 seconds West, along the South boundary of said Lot #10, a distance of 19.62 feet to a found concrete monument marked "L.B. 4765" at the Northwest corner of said Block #14 of STEINHATCHEE SUBDIVISION (said point also being a corner for said Lot #10 of STEINHATCHEE LANDING RESORT 2004 EXPANSION); thence South 00 degrees 06 minutes 04 seconds West, along the West boundary of said Block #14 and the West boundary of said Lot #10 and the East right of way line of Seventeenth Street N.E., a distance of 69.88 feet to said POINT OF BEGINNING. Said lands containing 0.11 acres, more or less. A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours. Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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. This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

Dated this 1st day of October, 2021

"Public notification that a Contraband Interdiction System will be deployed at the Taylor Correctional Institution. Those in the surrounding community should be aware there is potential for accidental call blocking during deployment."

RYLAND CIR NE

WINSLOW ST NE

RYLAND CIR NE

1ST AVEN

Road Closing Location

VIRGINIA AVE NE

252-102

252-102

29

89

252-102

252-102

102

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:05 o'clock a.m. on the 19th day of October, A.D. 2021, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION:

A parcel of land lying in Section 30, Township 9 South, Range 10 East, being a portion of Seventeenth Street N.E. lying North of First Avenue N.E. as shown on the plat of STEINHATCHEE SUBDIVISION as recorded in Plat Book 1, pages 26 and 27 and also shown on the plat of STEINHATCHEE LANDING RESORT 2004 EXPANSION as recorded in Plat Book 1, pages 195-A through 195-F, of the Public Records of Taylor County, Florida, being more particularly described as follows:

BEGIN at a found 1" iron pipe (no ident.) marking the Southwest corner of Block #14 of said STEINHATCHEE SUBDIVISION (said point also being the Southwest corner of Lot #10 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION) and run thence North 89 degrees 52 minutes 00 seconds West, along the North right of way line of First Avenue N.E., a distance of 69.99 feet to a found 5/8" iron rod marked "L.B. 4765" at the Southeast corner of Lot #16 of Block #1 of said STEINHATCHEE SUBDIVISION; thence North 00 degrees 02 minutes 59 seconds East, along the East boundary of said Lot #16 and the West right of way line of Seventeenth Street N.E., a distance of 69.61 feet to a found 3" iron pipe (no ident.) at the Northeast corner of said Lot #16 of Block #1 (said point also being the Southeast corner of Lot #8 and the Southwest corner of Lot #9 of said STEINHATCHEE LANDING RESORT 2004

EXPANSION); thence North 89 degrees 55 minutes 27 seconds East, along the South boundary of said Lot #9 of STEINHATCHEE LANDING RESORT 2004 EXPANSION, a distance of 50.43 feet to a found 5/8" iron rod marked "L.B. 4765" at the Southeast corner of said Lot #9 and the Southwest corner of Lot #10 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION; thence South 89 degrees 54 minutes 21 seconds West, along the South boundary of said Lot #10, a distance of 19.62 feet to a found concrete monument marked "L.B. 4765" at the Northwest corner of said Block #14 of STEINHATCHEE SUBDIVISION (said point also being a corner for said Lot #10 of STEINHATCHEE LANDING RESORT 2004 EXPANSION); thence South 00 degrees 06 minutes 04 seconds West, along the West boundary of said Block #14 and the West boundary of said Lot #10 and the East right of way line of Seventeenth Street N.E., a distance of 69.88 feet to said POINT OF BEGINNING. Said lands containing 0.11 acres, more or less.

DULY ADOPTED in regular session, this 19th day of October, A.D., 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By:

Thomas Demps, Chairperson

ATTEST:

Gary Knowles, Clerk

Map of Boundary Survey Lying in Section 19, Township 9 South, Range 10 East, Taylor County, Florida

NOTE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD
ZONE "AE" (ELEVATION 13 FEET), AS INTERPOLATED
FROM FIRM: PANEL NUMBER 12123C0736E,
EFFECTIVE DATE: FEBRUARY 1, 2019.

LEGEND:

- = SET 5/8" IRON ROD & CAP
MARKED "L.B. 7739"
- = FOUND 5/8" IRON ROD MARKED
"4765" (UNLESS OTHERWISE SHOWN)
- = FOUND 1" CONCRETE
MONUMENT MARKED "4765"
(UNLESS OTHERWISE SHOWN)
- (P) = PLAT
- (M) = MEASURED
- IDENT = IDENTIFICATION
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR
& MAPPER
- TO = WOOD UTILITY POLE
- OH = OVERHEAD WIRES
- X = WOOD FENCE
- ⊙ = WELL LOCATION
- ⊙ = WATER METER

SURVEYOR'S NOTES:

1. Bearings herein are based on
S88°44'49"E for a portion of the South right
of way line of Ryland Circle N.E. Said bearing
is identical to the plat of Steinhatchee Landing
Resort 2004 Expansion as recorded in Plat
Book 1, page 195 of the Public Records of
Taylor County, Florida.
2. If no difference is shown, the deed/plat
call bearings and distances are the same as
measured.
3. There may be other restrictions of record
not shown on this plat that may be found in
the Public Records of Taylor County, Florida.
4. The herein signed surveyor has not been
provided a current title opinion or abstract of
title affecting title or boundary to the
subject property. It is possible there are deeds
of record, unrecorded deeds, easements or
other instruments which could affect the
boundaries.
5. Underground improvements, utilities,
interior fences and other improvements were
not located except as shown.
6. Unless it bears the signature and raised
seal of a Florida Licensed Surveyor and
Mapper, this map/report is for informational
purposes only and is not valid. This drawing
or map is not intended or represented to be
suitable for reuse by the client or others on
extension of the project or on any other
project. Any reuse without written verification
for the specific purpose intended will be at
the user's sole risk and without liability or
legal exposure to Delta Professional Land
Services, LLC.
7. This survey is based on a closed and
balanced traverse in which the closure meets
or exceeds the criteria as outlined in Florida
Administrative Code section 5J-17.
8. This drawing is intended to be printed at
a scale of 1 inch = 20 feet on 11 inch by
17 inch paper.
9. Fence locations shown hereon (if any) are
located at the corners or ends only unless
otherwise specified. Fencing may meander
along property lines.

CERTIFICATION:

I hereby certify that in my opinion this is a true representation of the
property shown hereon. I further certify that this survey meets the
Standards of Practice as set forth by the Florida Board of Professional
Land Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code,
Pursuant to Section 472.027, Florida Statutes.

Lawrence D. Rowell
Lawrence D. Rowell, P.S.M.
Professional Surveyor and Mapper
F.R.C. #3223 - L.B. #7739

DATE: 09/20/21

Do not add, delete, or change any information on this Florida Licensed surveyor and mapper
plate without the written approval of the Florida Board of Professional Land Surveyors and Mappers.

CERTIFICATE OF AUTHORIZATION NUMBER: LB 7739



DELTA
PROFESSIONAL LAND
SERVICES, LLC

1450 MAY POE ROAD, GREENVILLE, FL 32333
NORTH FLORIDA - SOUTH GEORGIA
PHONE (850) 584-2848 | land@deltafp.com

CERTIFICATIONS:

LEONARD MOORE
CINDY MOORE

SCALE: 1" = 20'

JOB #: 21-195-42

DWG. No: 09202021

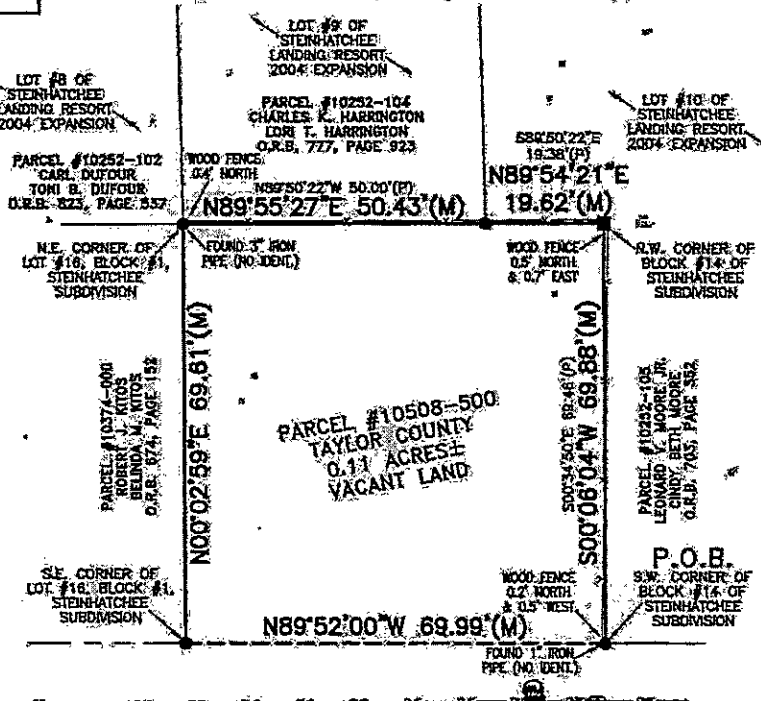
DRAWN BY: WC

CHECKED BY: L.D.R.

SURVEY DATE: 09-09-2021

FIELD BOOK: 21-13

PAGE: 1-2



DESCRIPTION: (by Surveyor)

A parcel of land lying in Section 30, Township 9 South, Range 10 East, being a portion of Seventeenth Street N.E. lying North of First Avenue N.E. as shown on the plat of STEINHATCHEE SUBDIVISION as recorded in Plat Book 1, pages 26 and 27 and also shown on the plat of STEINHATCHEE LANDING RESORT 2004 EXPANSION as recorded in Plat Book 1, pages 195-A through 195-F of the Public Records of Taylor County, Florida, being more particularly described as follows:

BEGIN at a found 1" iron pipe (no ident.) marking the Southwest corner of Block #14 of said STEINHATCHEE SUBDIVISION (said point also being the Southwest corner of Lot #10 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION) and run thence North 89 degrees 52 minutes 00 seconds West, along the North right of way line of First Avenue N.E., a distance of 69.99 feet to a found 5/8" iron rod marked "L.B. 4765" of the Southeast corner of Lot #16 of Block #1 of said STEINHATCHEE SUBDIVISION; thence North 00 degrees 02 minutes 59 seconds East, along the East boundary of said Lot #16 and the West right of way line of Seventeenth Street N.E., a distance of 69.61 feet to a found 3" iron pipe (no ident.) at the Northeast corner of said Lot #16 of Block #1 (said point also being the Southeast corner of Lot #8 and the Southwest corner of Lot #9 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION); thence North 89 degrees 55 minutes 27 seconds East, along the South boundary of said Lot #8 of STEINHATCHEE LANDING RESORT 2004 EXPANSION, a distance of 50.43 feet to a found 5/8" iron rod marked "L.B. 4765" of the Southeast corner of said Lot #9 and the Southwest corner of Lot #10 of said STEINHATCHEE LANDING RESORT 2004 EXPANSION; thence South 89 degrees 54 minutes 21 seconds West, along the South boundary of said Lot #10, a distance of 19.82 feet to a found concrete monument marked "L.B. 4765" at the Northwest corner of said Block #14 of STEINHATCHEE SUBDIVISION (said point also being a corner for said Lot #10 of STEINHATCHEE LANDING RESORT 2004 EXPANSION); thence South 00 degrees 06 minutes 04 seconds West, along the West boundary of said Block #14 and the West boundary of said Lot #10 and the East right of way line of Seventeenth Street N.E., a distance of 69.88 feet to said POINT OF BEGINNING. Said lands containing 0.11 acres, more or less.

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION PROCLAIMING THE MONTH OF OCTOBER 2021 AS FLORIDA FOREST FESTIVAL MONTH, AS AGENDAED BY DAWN PEREZ, CHAMBER OF COMMERCE PRESIDENT.

MEETING DATE REQUESTED:

10/19/2021

Statement of Issue: The Board to consider approval of a proclamation naming the month of October 2021 as Florida Forest Festival month.

Recommended Action: Approve Proclamation

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Dawn Perez, President, Taylor County Chamber of Commerce

Contact: 850-584-5366

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Forest Festival is celebrating its 66th anniversary.

Options: Approved, Amend, or Deny

Attachments: Florida Forest Festival Proclamation

PROCLAMATION

FLORIDA FOREST FESTIVAL

WHEREAS October 2021 marks the 66th Anniversary of the Florida Forest Festival in Taylor County, Florida; and

WHEREAS in 1956, the citizens of Taylor County, Florida decided to stage a countywide "Pine Tree Festival: as an educational tool to reduce forest fires that were crippling the county's economic base – the timber industry; and

WHEREAS over the years the Festival grew and accomplished its aim so well that by 1965 Taylor County could boast the lowest fire record in the nation; and

WHEREAS in 1965 Taylor County was the top tree-producing county in the South and then Florida Governor Haydon Burns and the Florida Cabinet proclaimed Taylor County the "Tree Capital of the South" and at the urging of Governor Burns, the Pine Tree Festival became the Florida Forest Festival; and

WHEREAS the goal of the Florida Forest Festival became and remains that of promoting the benefits of "forestry in Florida; and

WHEREAS special activities have been planned throughout the month of October to celebrate the occasion of this anniversary and it is fitting that we should join in the celebration representing to celebrate the occasion of this anniversary and it is fitting that we should join in the celebration representing more than 50 years of service to the forest industry ; and

Now, therefore be it resolved that the Taylor County Board of County Commissioners does hereby proclaim the month of October, 2021 as *Florida Forest Festival Month*.

Done and ordered this 19th day of October 2021, in Taylor County, Florida

Thomas Damps
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider the re-appointment of one member to the Taylor County Development Authority Board.

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue: To re-appoint member to TCDA Board

Recommended Action: Re-appoint member

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County Development Authority (TCDA) is requesting the reappointment of Mr. John Singer to the TCDA Board of Directors. His appointment expired in May, 2021 and he wishes to remain on the TCDA Board.

The vacancy on the Board has been previously advertised with no applicants.

Options: Appoint
Re-advertise

Attachments: Application
Email from Ray Curtis, TCDA Board Attorney
Committee Roster

Taylor County Development Authority Contacts

Name	Email	Phone #	Appt. Date	Exp. Date
BOARD MEMBERS				
Blair Beaty	hilton.b.beaty@gmail.com	(850) 509-4541	12/7/2020	6/2/2023
Don Everett Jr.	deverettjr@wareoil.com	(850) 838-7068	6/3/2019	6/2/2023
Matt Eckel	meckel@fairpoint.net	(850)843-2843	2/20/2018	2/19/2022
John Hart	joreha2@gmail.com	(850)843-0387	10/10/2019	10/9/2023
Wallace Holmes	holmesw32347@yahoo.com	(850) 843-2307	6/3/2019	6/2/2023
James Reed	jrgodman@yahoo.com	(850) 843-6119	12/7/2020	10/9/2023
John Singer	5489pico@gmail.com	(850) 371-1794	2/18/2020	5/14/2021
EX OFFICIO/OTHER				
Taylor Brown	tbrown@cityofperry.net	(850) 584-7161	1/1/2019	
Pam Feagle	pfeagle@taylorcountygov.com	(850) 838-7323		
LaWanda Pemberton	lpemberton@taylorcountygov.com	(850) 838-3500	1/1/2019	
Venita Woodfaulk	vwoodfaulk@cityofperry.net	(850) 838-7880		
STAFF				
Paula Carlton	tdcaperry@gmail.com	(850) 584-5627	8/16/2021	
Ray Curtis	ray@thecurtislawfirm.com	(850) 584-5299	3/1/2014	

LaWanda Pemberton

From: Ray Curtis (CLF) <ray@thecurtislawfirm.com>
Sent: Monday, October 11, 2021 9:31 AM
To: LaWanda Pemberton
Subject: Re: FYI
Attachments: BYLAWS (Approved 5.16.19).pdf

It has been advertised several times in the past several months. Also, it is advertised in a sense on the website:



As to the TCDA bylaws (attached), it says:

SUGGESTIONS FOR FILLING VACANCIES. The Authority shall maintain a list of qualified persons who express an interest in being a member of the TCDA. Not less than thirty (30) days prior to the expiration of any member's regular term, or within thirty (30) days after the creation of a vacancy by any other means, the TCDA shall submit to the BOCC the names of a minimum of two candidates for membership for each vacancy, including incumbent candidates, which it considers qualified for membership.

On Fri, Oct 8, 2021 at 1:04 PM LaWanda Pemberton <LPemberton@taylorcountygov.com> wrote:

From the BOCC Rules of Procedure :

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards

and Committees. The County Commission is required to select individuals to serve on

various boards and committees (e.g.. Planning Board, Hospital Board, Taylor County

Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor

Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy

of the Commission that all vacancies are advertised. Applications are to be turned into the

office of the County Administrator or his designee for the Board or Committee. Applications

must be turned in not later than the established closing date unless it is a position that has

been hard to fill and has been advertised as "until filled." The Commission will make the

selection for appointment in an open Board meeting by using an Applicant Ranking Form

listing the applicants provided by the County Administrator's office (see attachment 4 on

page 22).

I know it was discussed at the last TCDA meeting that the opening for Mr. Singer was not advertised... do the TCDA bylaws read any differently for re-appointments? It seems that there is a potential clause within the TCDA bylaws but I don't know that I have a recent copy.

LaWanda Pemberton

County Administrator

Taylor County Board of County Commissioners

850-838-3500 ext. 6



A Professional Association
103 North Jefferson Street
Perry, FL 32347

(850) 584-5299 phone
(850) 290-7448 fax

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NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BY-LAWS

ARTICLE 1- PRINCIPAL OFFICE

The principal office of the Taylor County Development Authority shall be at such place, within the boundaries of Taylor County, as the Taylor County Development Authority shall designate from time to time. All books and records of the Taylor County Development Authority shall be maintained at such principal office and shall be open to the public for inspection in accordance with the laws of the State of Florida.

ARTICLE II-MEMBERS

The qualifications for members of the Taylor County Development Authority (hereinafter "TCDA"), the appointment of such members, and the terms of such appointments are as specified in Chapter 159, Florida Statutes, and any amendments relating thereto. Members shall take office immediately upon appointment by the Taylor County Board of County Commissioners (hereinafter "BOCC"). The number of members is presently set by Florida Statute and the BOCC's enactment ordinance. As such, these bylaws incorporate the same by reference.

COMPENSATIONS FOR EXPENSE. Authority members may be reimbursed by the TCDA for necessary and reasonable expenses actually incurred in the performance of their duties, dependent upon the availability of funds and the proper documentation of such expenses in accordance with Chapter 159, Florida Statutes and any amendments relating thereto.

ABSENCES. At any time that any TCDA member has had three (3) or more consecutive unexcused

absences, or at any time that the overall attendance record of any TCDA member (including excused and unexcused-absences) is less than sixty (60) percent of the regular meetings for any six-month consecutive period, the Chairman of the TCDA shall notice the violation on the agenda for the next regularly scheduled meeting. The member or members in violation may be disciplined by the TCDA. Disciplinary action may include but shall not be limited to removal from office as a TCDA member. Excused absences are those absences which occur from regular or special meetings after notification by such person to the Chairman prior to such absence explaining the reasons therefore. All other absences are here defined to be unexcused.

SUGGESTIONS FOR FILLING VACANCIES. The Authority shall maintain a list of qualified persons who express an interest in being a member of the TCDA. Not less than thirty (30) days prior to the expiration of any member's regular term, or within thirty (30) days after the creation of a vacancy by any other means, the TCDA shall submit to the BOCC the names of a minimum of two candidates for membership for each vacancy, including incumbent candidates, which it considers qualified for membership.

DISCLOSURE OF INTEREST. In addition to any other requirement for disclosure of conflict of interest, and regardless of the applicability or inapplicability of any law respecting the disclosure of any interest of a TCDA member, any TCDA member owning an interest in any property, either individually or in the form of partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, shall, before entering into any contract whereby such property is sold, leased, taken by eminent domain, or otherwise conveyed to the TCDA, make a public disclosure in writing, under oath, of the interest of such member in such property. Any TCDA member having any interest whatsoever, either individually or in a representative capacity, in the profits, benefits, or emoluments of any contract with the TCDA, make a public disclosure in writing, under oath, of such interest. Any disclosure made by any Authority member hereunder shall be read into the minutes of the next ensuing regular meeting of the Authority.

ARTICLE III — MEETINGS

ANNUAL MEETING. The Annual Organizational Meeting of the TCDA shall be held at the first regular meeting in January of each year at a time and place designated by the members.

REGULAR MEETINGS. The TCDA shall hold a regular meeting at least once a month on a day and time to be designated from time to time by the TCDA, such meetings to be held in the offices of the TCDA located at 103 East Ellis Street, Perry, Florida 32347, unless a different place is specified by the TCDA.

SPECIAL MEETINGS. The Chairman of the TCDA may, when he deems it expedient, call a special meeting of the TCDA for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the TCDA at least one (1) day prior to the date of such meeting or may be mailed to the business or home address of each member of the TCDA at least five (5) days prior to the date of such special meeting. At such special meeting, no business shall be considered other than as designated in the call.

QUORUM. The powers of the TCDA shall be vested in the members thereof in office from time to

time. Four (4) members of the TCDA shall constitute a quorum of the TCDA for the purposes of conducting its business and for exercising its powers and for all such purposes, unless otherwise in conflict with State Statute or the BOCC's enacting ordinance.

ORDER OF BUSINESS. At the regular meetings of the TCDA, the following shall be the order of business:

1. Call to order
2. Approval of the minutes of the previous meeting
3. Old Business
4. Reports, if any
5. New Business
6. Adjournment

At the direction of the Chairman or the presiding officer, the order of business may be altered or amended as deemed necessary. All Resolutions shall be in writing and shall be copied in a journal of the proceedings of the TCDA. The TCDA shall adopt Roberts Rules of Order or some other form of administrative procedure for the conduct of its meetings. All meetings shall be conducted in a disciplined and organized manner.

MANNER OF VOTING. The voting on all questions coming before the TCDA shall be by roll call or by voice vote, and the yeas and nays shall be entered upon the Minutes of such meetings. Votes by proxy shall not be permitted, although a member may appear by telephone at the meeting and may vote as if present at the meeting.

ARTICLE IV — OFFICERS

ELECTION/APPOINTMENT: QUALIFICATIONS: TERM. At the annual meeting, the TCDA shall elect a Chairman and a Vice-Chairman who shall also act as Secretary, from its members. At such meeting, the TCDA shall also appoint a Treasurer. The Treasurer shall have experience in fiscal management. If an officer resigns or is removed, a successor shall be elected or appointed by the TCDA as soon as may be possible to fill the balance of such officers term.

CHAIRMAN. The Chairman shall be the chief executive officer of the TCDA; shall preside at all meetings; shall execute reports and correspondence; shall execute all instruments in the name of the TCDA; shall appoint such committees from time to time as may be deemed appropriate; and shall perform all other duties as may be required by the TCDA.

VICE-CHAIRMAN. The Vice-Chairman shall, in the absence, disqualification, or disability of the Chairman, or at the Chairman's direction, exercise all of the functions of the Chairman.

SECRETARY. The Secretary shall be the custodian of all books and records of the TCDA; shall keep the minutes of all meetings; shall send out all notices of meetings; and shall perform such other duties as may be designated by the TCDA. The Secretary may, from time to time, designate other members of the TCDA or non-members to perform his duties.

TREASURER. The Treasurer shall keep financial records of the TCDA; shall keep full and accurate

accounts of receipts and disbursements of the TCDA; shall have custody of all TCDA funds; shall render monthly income and expense reports to the TCDA; shall be assisted by the Director of Economic Development in the preparation of a proposed budget; shall make and file all financial reports and statements necessary to be made and filed by the TCDA; and shall perform such other duties as may be designated by the TCDA. The Treasurer may, from time to time, designate other members of the TCDA or non-members to perform his duties.

EX-OFFICIO MEMBERS. One City Council Member, and one County Commissioner shall be non-voting ex-officio members, unless in conflict with State law or the BOCC's enacting ordinance. These ex-officio members shall serve as liaison officers between the TCDA and their respective boards.

REMOVAL OF OFFICERS. Any two (2) members of the TCDA may seek the removal of any officer, provided ten (10) days notice in writing is given such officer of the reasons for which such removal is sought. Following such ten (10) days notice, the TCDA shall consider such requested removal at a public meeting at which all interested parties shall be given the opportunity to be heard. Removal of any officer must be by the vote of at least four (4) of the members of the TCDA.

ARTICLE V — EMPLOYEES

The TCDA may hire a Director of Economic Development and establish the qualifications therefore. The TCDA may hire such additional employees as it deems appropriate or may delegate the hiring of such employees to its Director of Economic Development. Salaries for any employee shall, however, be approved by the TCDA. In regard to the hiring of any employee, minority applicants shall be sought and encouraged to apply, and all reasonable steps be taken to encourage and promote equality of opportunity for all applicants.

ARTICLE VI- FISCAL MANAGEMENT

FISCAL YEAR. The fiscal year of the TCDA shall begin on October 1 of each year.

BUDGET. Prior to July 1 of each year, the TCDA shall adopt a budget and submit it to the BOCC. Additionally, the TCDA shall submit, in writing, a quarterly report to the BOCC summarizing the activities of the TCDA in the last quarter. Said summary shall include, but is not limited to, a status report of all ongoing economic development projects and prospects (but shall not be in such detail as to identify a company or person that is engaged with the TCDA related to said company or person's consideration of making a capital investment in the County that is likely to create jobs if brought to fruition).

ACCOUNTING PRACTICES. In accordance with State law, the TCDA shall comply with all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

AUDIT. Within 60 days after the end of each fiscal year, the TCDA shall cause to be prepared a post audit of the accounts and records of the TCDA, in accordance with the rules of the State Department of Banking and Finance. Said post audit shall be completed by an independent certified public accountant retained by the TCDA and paid from its funds.

SURPLUS FUNDS. Surplus of the TCDA shall be invested in accordance with the requirements of State law.

EXPENDITURES. All expenditures shall be made only upon authorization by the TCDA and the approval of a voucher therefor by the Chairman and the Treasurer.

COMPETITIVE BIDDING. Whenever practicable, and depending upon the availability of funds therefore, all reasonable opportunity shall be given for competitive bidding for any purchaser of material or services by the TCDA.


ARTICLE VII - EXECUTION OF DOCUMENTS

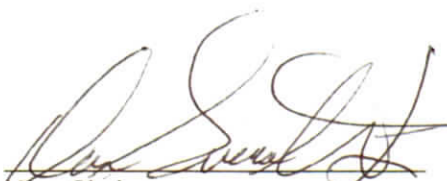
EXECUTION OF DOCUMENTS. All documents executed by the TCDA shall be executed by the Chairman, with an attestation by the Secretary and the affixing of the seal of the TCDA.

ARTICLE VIII- AMENDMENTS

AMENDMENTS TO BY-LAWS. The By-Laws of the TCDA shall be amended only with the approval of at least four (4) members of the TCDA at a regular or a special meeting. No such amendment shall be adopted unless seven (7) days written notice thereof has been previously given to all of the members of the TCDA.

ADOPTED this 16th day of May, 2019, by majority vote of the Taylor County Development Authority.


Chairperson


Vice-Chairperson


Board Attorney

Marsha Durden

From: LaWanda Pemberton
Sent: Thursday, October 07, 2021 7:55 AM
To: Marsha Durden; Agenda
Subject: Fwd: TCDA Board Member Application Submission

Sent from my iPhone

Begin forwarded message:

From: Taylor County Development Authority <tcdaperry@gmail.com>
Date: October 7, 2021 at 7:43:09 AM EDT
To: LaWanda Pemberton <lpemberton@taylorcountygov.com>
Cc: "Ray Curtis (CLF)" <ray@thecurtislawfirm.com>
Subject: Re: TCDA Board Member Application Submission

LaWanda,

This was the only position open and we did not advertise. Please let me know if you need more information.

Thanks,
Paula

On Wed, Oct 6, 2021 at 7:03 PM LaWanda Pemberton <LPemberton@taylorcountygov.com> wrote:

Thank you. Is this the only open position and was it advertised ?

Sent from my iPhone

On Oct 6, 2021, at 6:44 PM, Ray Curtis (CLF) <ray@thecurtislawfirm.com> wrote:

----- Forwarded message -----

From: Ray Curtis <noreply@123formbuilder.com>
Date: Wed, Oct 6, 2021 at 6:40 PM
Subject: TCDA Board Member Application Submission
To: <ray@thecurtislawfirm.com>

Form Summary

Name	John J. Singer
Phone	850-371-1794
Address	2273 S. Byron Butler Pkwy Perry 32348
Email	5489pico@gmail.com
Are you a resident of Taylor County?	Yes
Will you make a good faith effort to attend all board meetings?	Yes
Will you support TCDA's mission of job creation?	Yes
Are you willing to attend annual strategic planning sessions.	Yes
Have you ever served on the TCDA Board?	Yes
Please explain your interest in serving on the TCDA Board.	My term as a Board Member to complete the term of a Board Member has expired. I wish to remain on the Board member since March 2020. Taylor County BOC department head for 11 years. Perry resident for 21 years in local government in Florida for 25 years.
Please describe your experiences and/or qualifications that you believe would benefit the TCDA's mission of job creation.	

The message has been sent from 68.46.235.87 us at 2021-10-06 on Chrome
94.0.4606.71

Entry ID: 3

Referrer: <https://www.tcdaperry.com/>

Form Host: <https://form.123formbuilder.com/5915040/form>

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Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347

-

(850) 584-5299 phone
(850) 290-7448 fax

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 361B ROCKY CREEK BRIDGE #380070 AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

17

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to replace CR 361B Rocky Creek Bridge No. 380070 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. This 1950 vintage bridge is currently rated structurally deficient necessitating its replacement.

Recommended Action: Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2022/23 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On September 23, 2021, the Board of County Commissioners received a request from the Florida Department of Transportation to execute a Construction & Maintenance Agreement that would allow for replacement of Bridge #380070 over Rocky Creek at its intersection with CR 361B, Woods Creek Rd. This project will work to replace the existing 70 year old steel/concrete bridge with a new structure meeting current traffic and load rating requirements.

The proposed Construction & Maintenance Agreement offers to have FDOT fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Authorizing Signature and FDOT Delivery Resolution
Construction & Maintenance Agreement

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361B ROCKY CREEK BRIDGE NO. 380070.

WHEREAS, The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 361B Rocky Creek Bridge No. 380070, and

WHEREAS, the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 361B Rocky Creek Bridge No. 380070, and

WHEREAS, the FDOT will use Federal funds to replace CR 361B Rocky Creek Bridge No. 380070, and

WHEREAS, said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

WHEREAS, the Board as a Local Agency believes that the FDOT can deliver the CR 361B Rocky Creek Bridge No. 380070 replacement with greater efficiency, timing and savings than self-administration.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 361B Rocky Creek Bridge No. 380070 Replacement Construction & Maintenance Agreement with FDOT.

PASSED in regular session this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

THOMAS DEMPS, Chair

ATTEST:

GARY KNOWLES, Clerk

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as County Road 361B/Wood Creek Road ("CR 361B"), as identified in green in attached **Exhibit "A" Composite "A-1" through "A-2"**; and
2. The Agency currently owns Bridge Number 380070 ("Bridge") that extends across the Rocky Creek and is located on the property; and
3. The Department will construct a transportation project under Financial Identification Number 439935-1-52-01 ("Project"), which shall include replacement of the Bridge as well as various other improvements; and
4. The term "Improvements" means and shall collectively include replacement of the Bridge, milling and resurfacing of CR 361B, shoulder pavement and gutter, installation of guardrails, construction of drainage pipes and structures, rubble rip-rap and repaving the aprons on a few driveways on CR 361B as more particularly identified in blue in attached **Exhibit "B" Composite B-1 through B-4**, all of which will be constructed on or within the Property; and
5. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
6. The Department shall construct the Improvements on the Property; and
7. In order to perform the Bridge replacement, it will be necessary for the Department to temporarily close access to the Bridge throughout the duration of the Project and re-route vehicular traffic through Agency property ("Detour Property"), as more particularly identified as highlighted in yellow in **Exhibit "B" Composite Exhibit B-5**; and
8. Upon completion of the Project, the Agency agrees to make every reasonable good faith effort to request transfer or assignment of the TIITF Easement from the Department to the Agency as shown in purple in **Exhibit "B" Composite B-6**; and
9. Upon said transfer or assignment of the TIITF Easement from the Department to the Agency, the Agency agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvements therein at its sole cost and expense; and
10. A date for the commencement of construction of the Improvement has not been established; and
11. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments, including, but not limited to, any utilities located on or within the Property; and
12. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvements at its sole cost and expense; and
13. The Agency, by Resolution dated February 20, 2018, endorsed delivery of this Project by the Department on behalf of the Agency, see **Exhibit "C"**; and
14. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "D"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments, including utilities as further described below, that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the Department's construction plans and specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. TIITF EASEMENT

A. The Agency further agrees to make every good faith effort to cause the TIITF Easement and any Improvement contained therein to be transferred or assigned from the Department to the Agency by the TIITF. Upon conveyance of the TIITF Easement, the Agency will assume all maintenance responsibilities for the same, as described in paragraph 11 below.

B. In the event the TIITF refuses to transfer or assign the TIITF Easement to the Agency, the operation, maintenance, and repair responsibilities described in paragraph 11 shall be the Agency's to bear at its sole cost and expense, and shall require the execution of the Department's On-System Maintenance Agreement by and between the parties as soon as practicable following refusal by the TIITF.

11. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

12. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any portion of the Improvement constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvement.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time; must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvement, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

13. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

14. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

15. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

16. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

18. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Janet Turner-Jones
657 Plantation Road, MS 2601
Perry, FL 32348

Agency: Taylor County
Attention: Kenneth Dudley
201 East Green Street
Perry, FL 32347

19. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

20. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

21. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

22. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

23. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

24. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

26. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

27. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

28. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

29. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

30. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

31. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

32. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

33. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

34. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

35. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

36. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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 this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

Florida Department of Transportation

District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eighteen (18) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Taylor County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"
Composite A-1

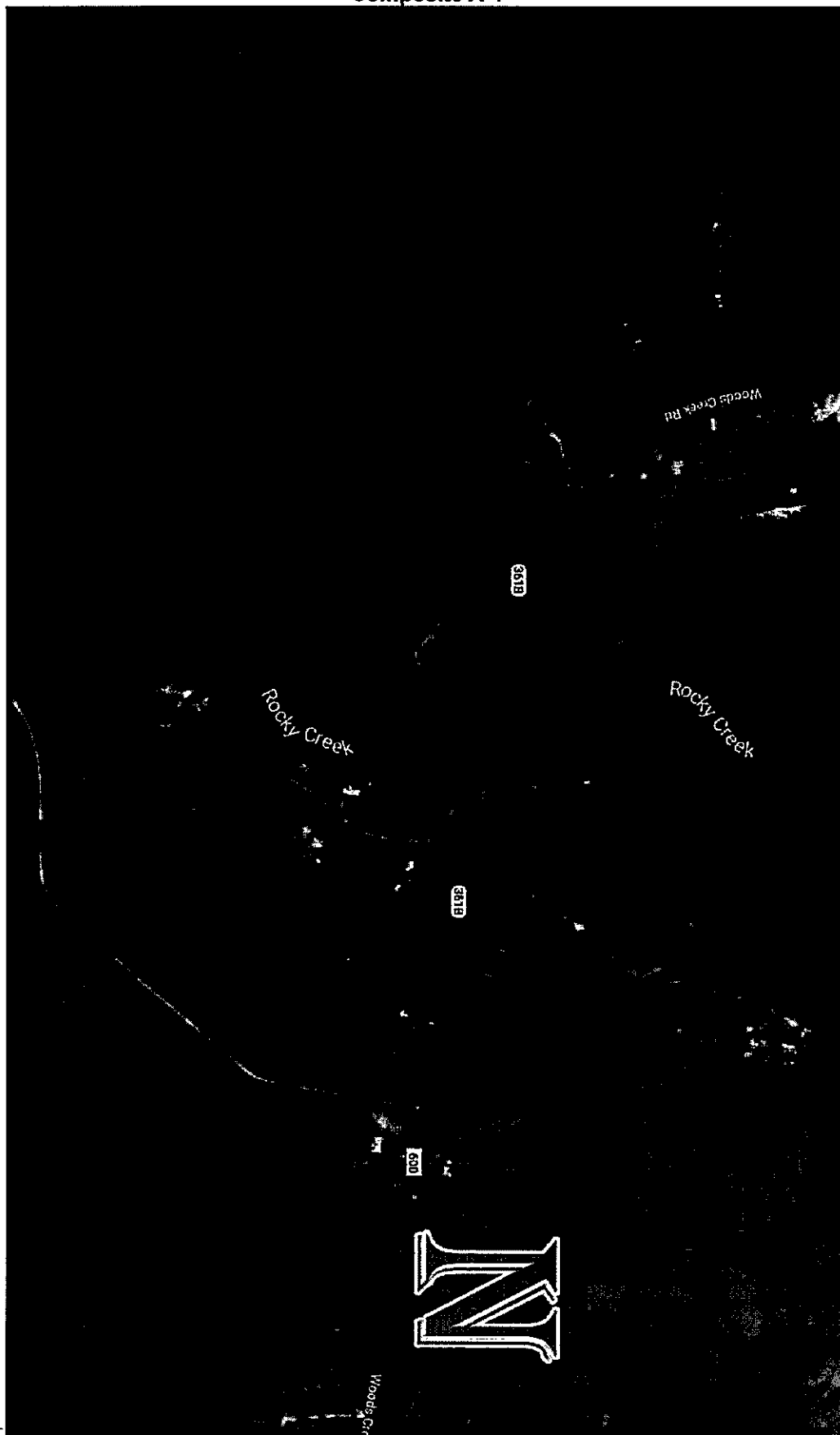
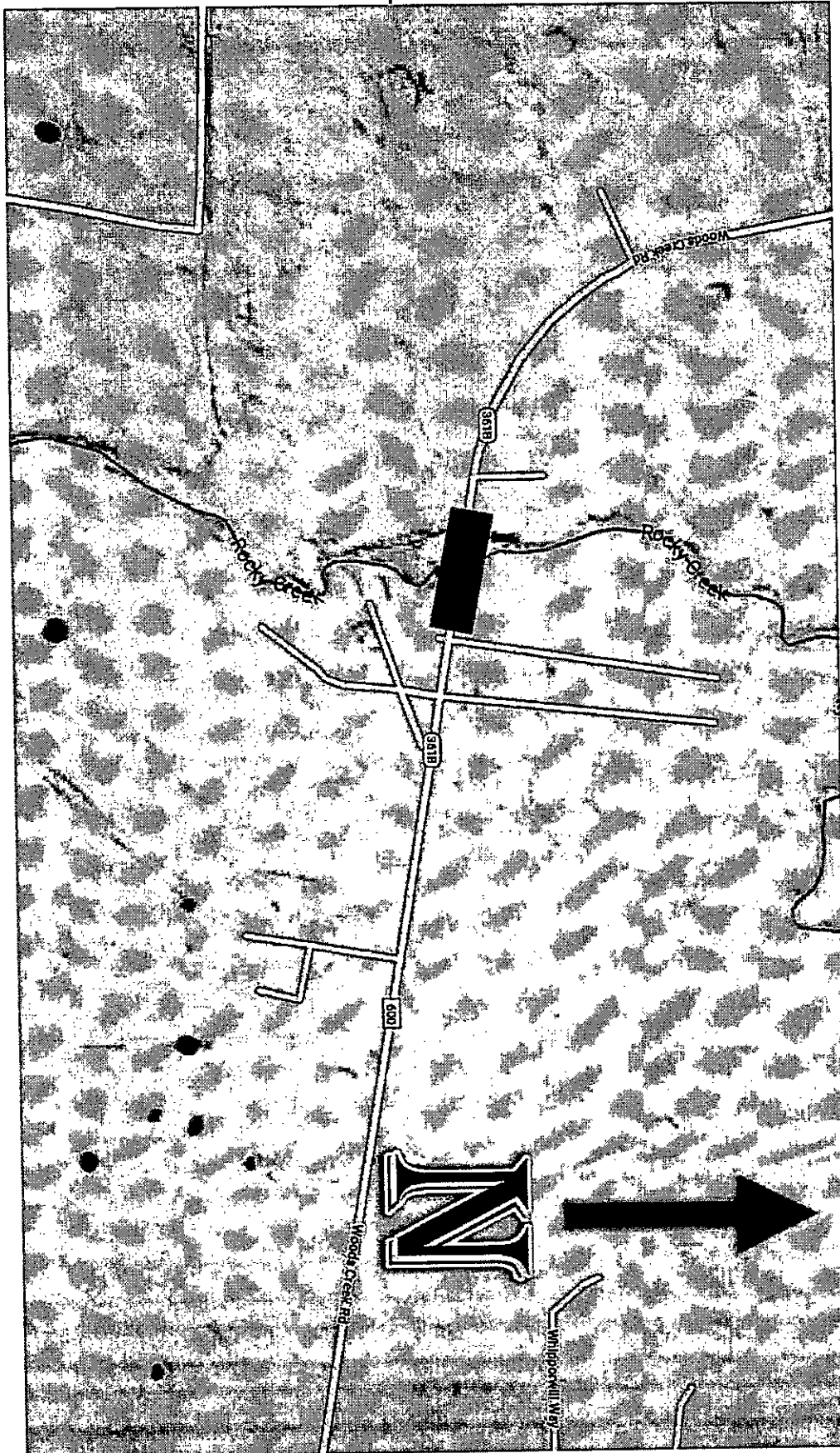
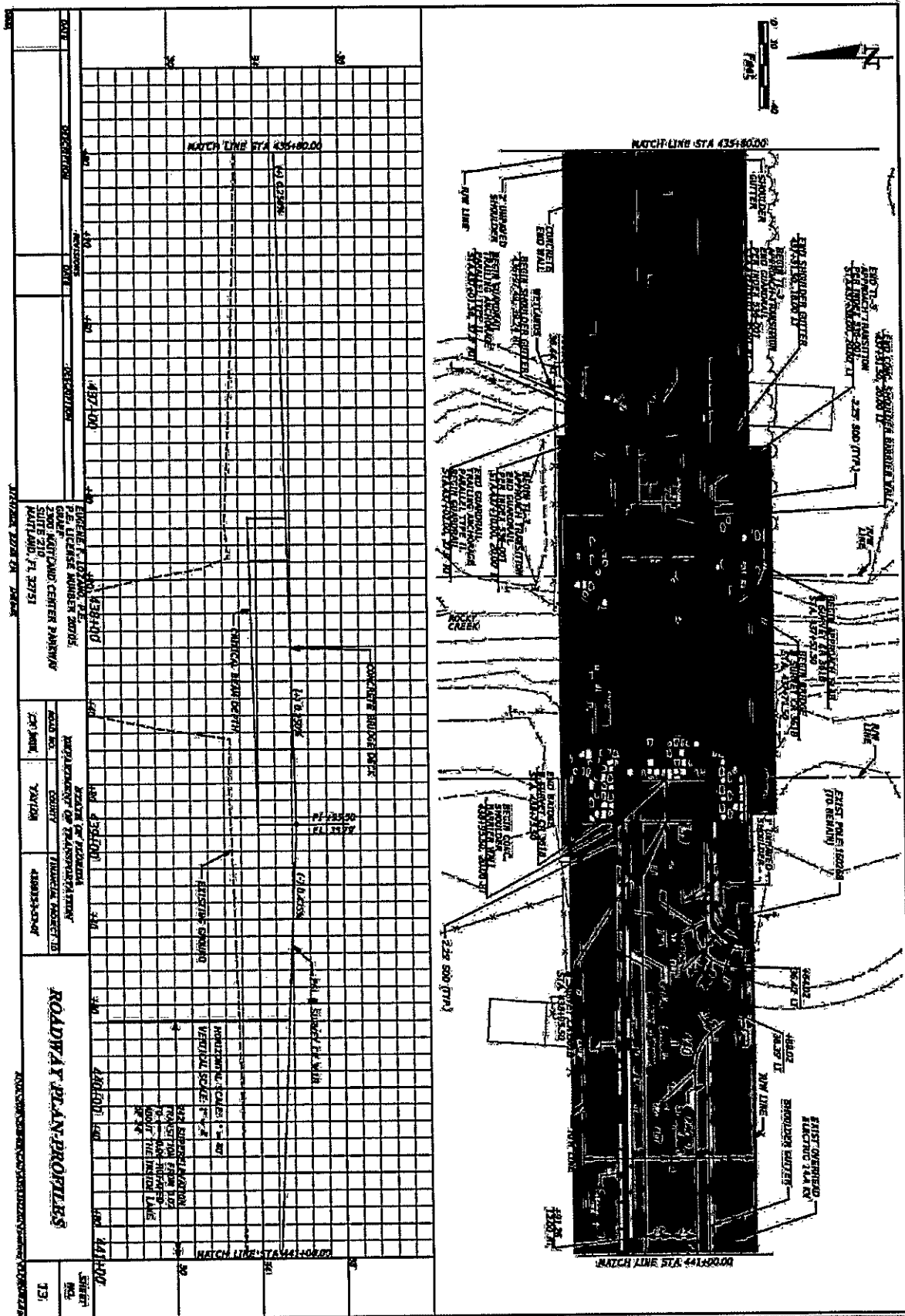


EXHIBIT "A" Cont'd
Composite A-2



[illegible]

EXHIBIT "B" Cont'd
Composite B-2

CURVE DATA CURVE C-1

P1 STA.	= 431+41.29
A	= 88° 51' 02" (RT)
D	= 3° 59' 59"
T	= 1,080.29
L	= 17,483.45
E STA.	= 443+13.60
P2 STA.	= 450+17.43

Project Description: Bridge Replacement of CR 361B over Rocky Creek Bridge No. 380070
Off System Department Construct Agency Maintain

EXHIBIT "B" Cont'd
Composite B-4

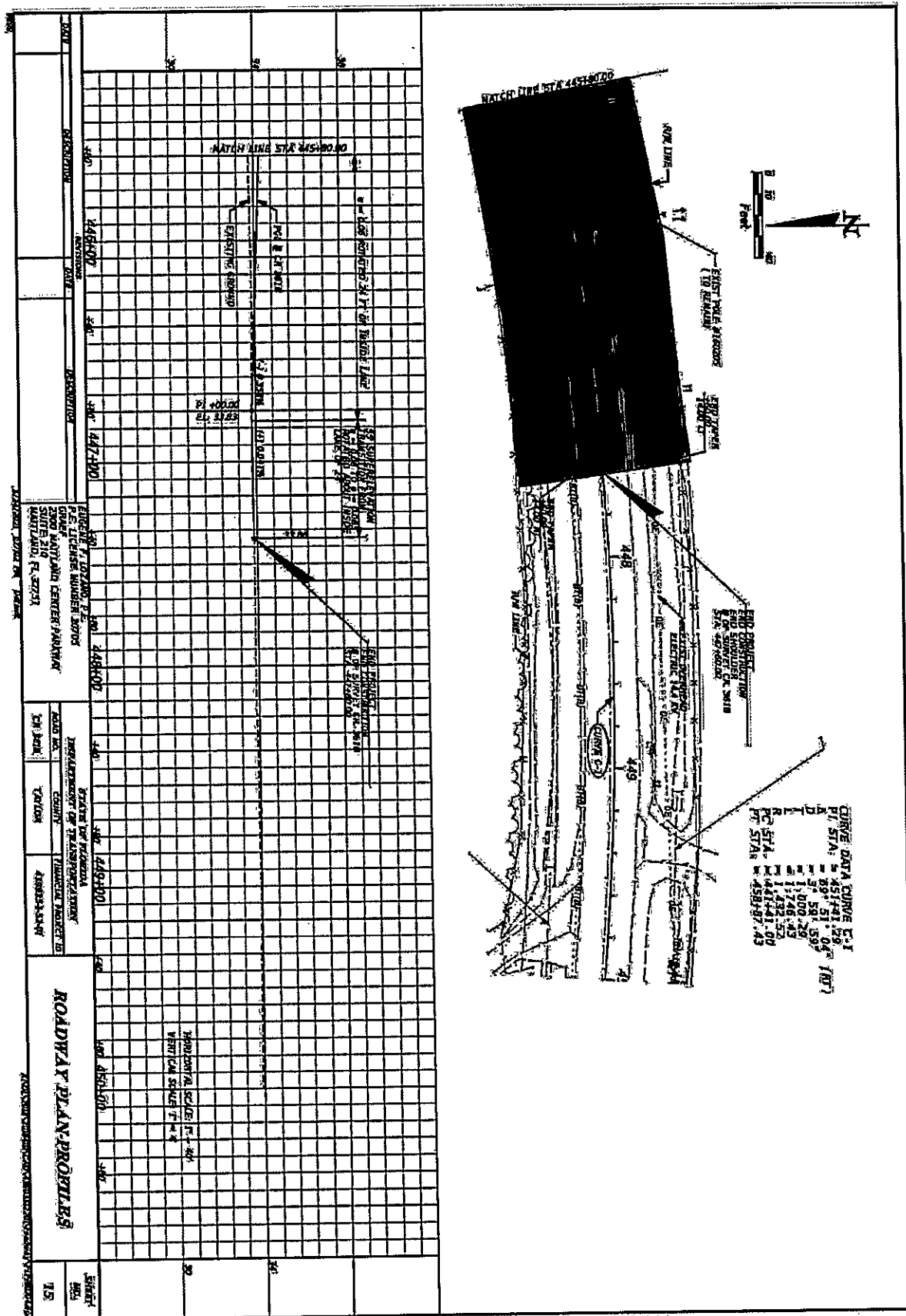


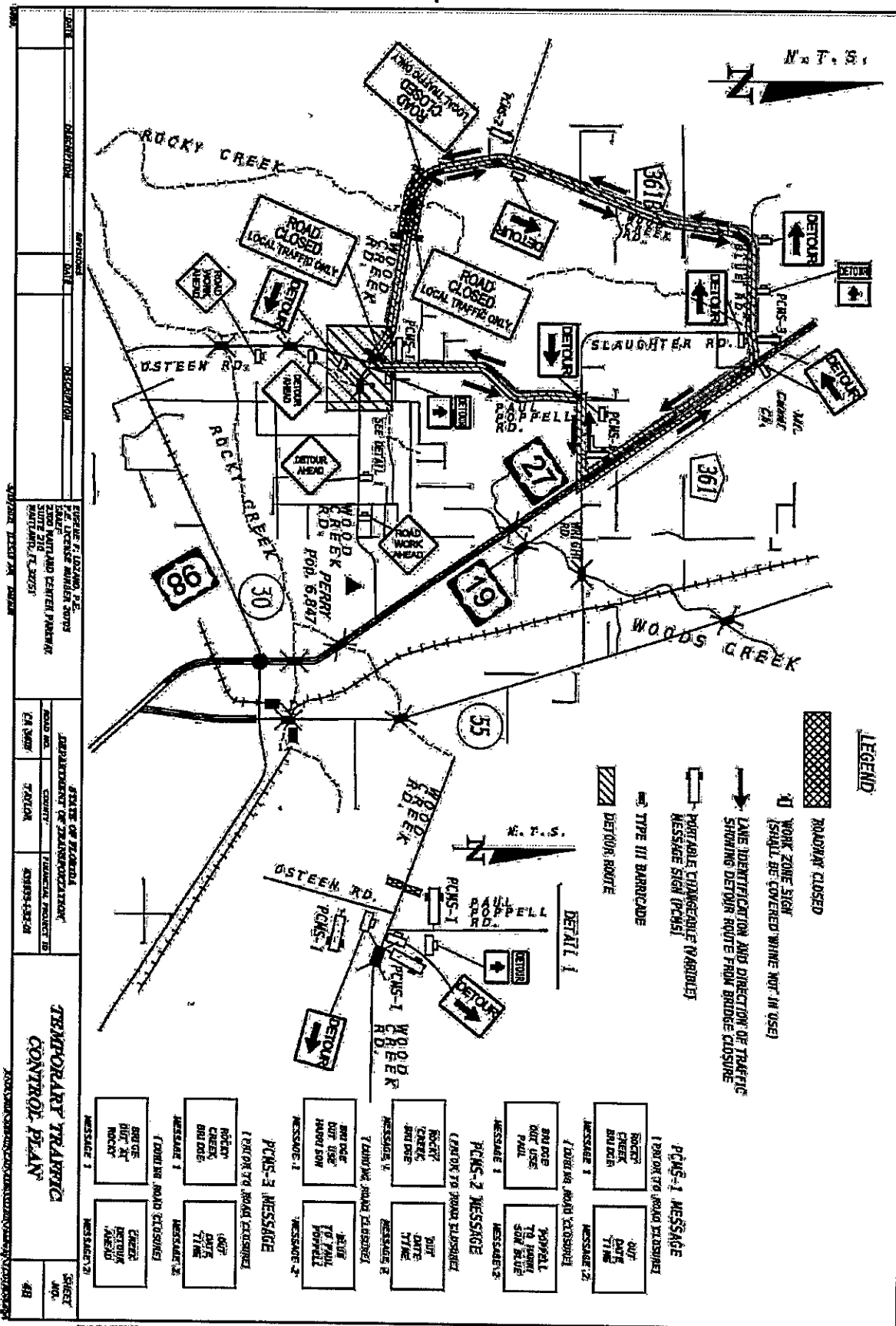
EXHIBIT "B" Cont'd
Composite B-5

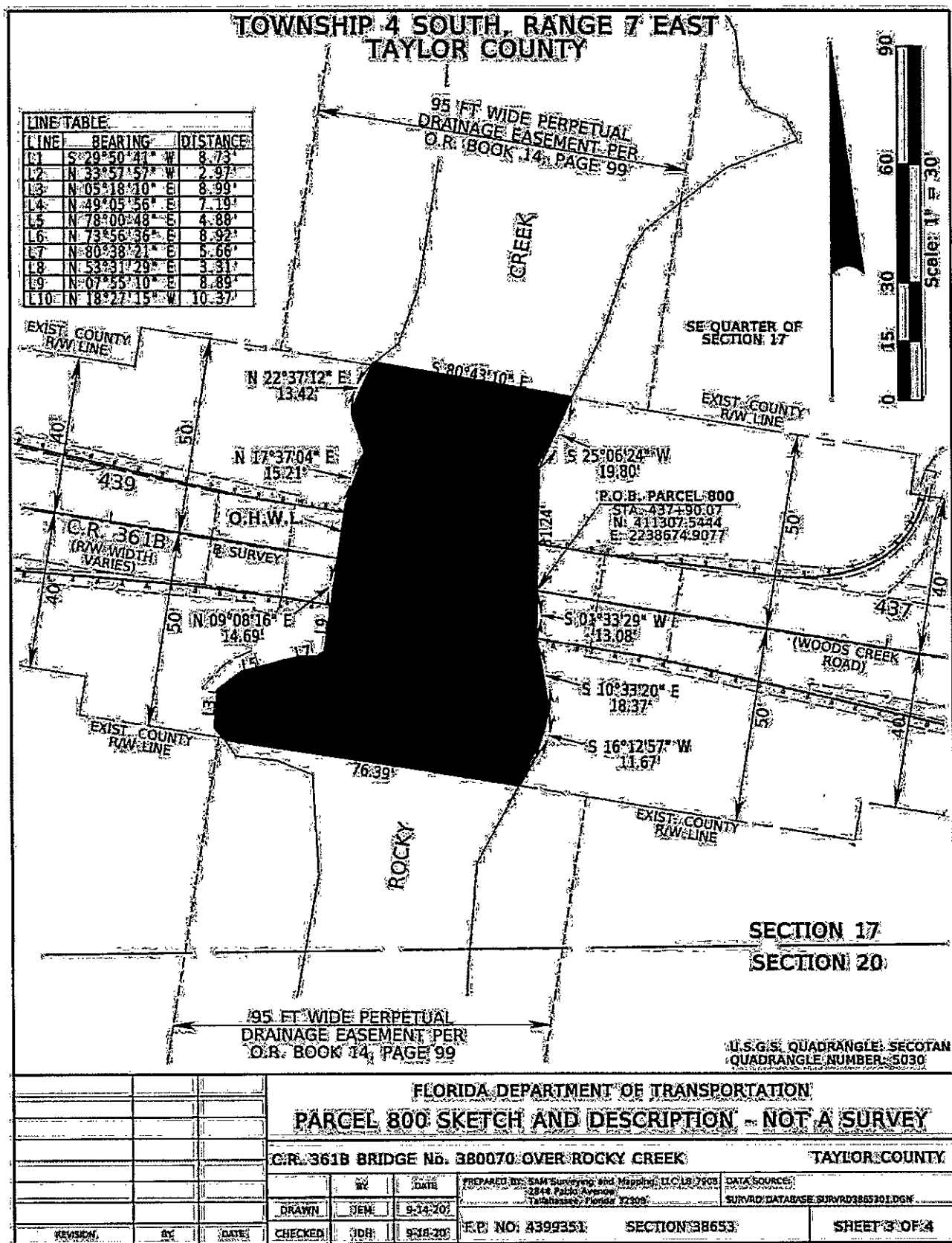
EXHIBIT "B" Cont'd
Composite B-6

EXHIBIT "C"
ENDORSEMENT RESOLUTION

RESOLUTION NO. N/A

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to endorse the Florida Department of Transportation's Local Agency Program-Off System Project Delivery for bridge replacements at CR-361 over Clearwater Creek (380040), CR-361B over Rocky Creek (380070), and CR-361 over Spring Warrior Creek (380035 & 380037).

WHEREAS, Although LAP certified, the Board has determined it to be in Taylor County's best interest to endorse FDOT delivery of the bridge replacement projects, and

WHEREAS, the Board has determined that such delivery will allow for greater efficiency, time savings and offer a more optimal method due to Taylor County's limited staff and associated resources.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1. The Florida Department of Transportation and the Board of County Commissioners may execute a separate transfer and maintenance agreement for the bridge replacement project at a later date if required.
2. The Chair of the Board is authorized to enter into any subsequent transfer and maintenance agreement for the bridge replacement projects.
3. Any items requested by the Board to be included in the scope of work for the bridge replacement project, in the Florida Department of Transportation's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of the Board of County Commissioners.

PASSED in regular session this 28th day of February, 2018.



ATTEST

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: 

PAM FEAGLE, Chair


ANNIE MAE MURPHY, Clerk

Financial Project Id. No.: 439935-1-52-01

Federal Id. No.: ACBR

Project Description: Bridge Replacement of CR 361B over Rocky Creek Bridge No. 380070

Off System Department Construct Agency Maintain

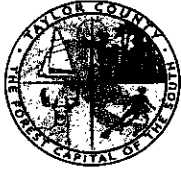
EXHIBIT "D"

(RESOLUTION)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the State of Florida Department of Economic Opportunity Small Cities Community Development Block Grant (CDBG) Subgrant Agreement – FFY 2019, Contract No. 20DB-OP-03-72-01-H05 for housing rehabilitation.

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue: Board to approve CDBG grant agreement in the amount of \$750,000. The grant funds will be used for housing rehabilitation for qualified homeowners who reside in the unincorporated areas of Taylor County.

Recommended Action: Approve the grant agreement.

Fiscal Impact: The County has been awarded a grant in the amount of \$750,000 and will provide a match of \$50,000 with SHIP funds.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded a grant in the amount of \$750,000 through the CDBG Program which will be used for the rehabilitation of homes in the unincorporated areas of Taylor County. The funds can be used for the rehabilitation of existing site built homes, demolition and new construction of existing site built homes, and demolition and new construction for existing mobile homes. The funds cannot be used for homes located in a designated flood zone. The County has executed a contract with Guardian Community Resource Management, Inc. to assist with the administration of the CDBG Program which includes all inspection and project management services.

Attachments: FDEO Subgrant Agreement Contract No. 20DB-OP-03-72-01-H05

Subgrant Contract Number: 20DB-OP-03-72-01-H05

FLAIR Contract Number: H2452

CFDA Number: 14.228

State of Florida
Department of Economic Opportunity

Federally-Funded
Small Cities Community Development Block Grant (CDBG)
Subgrant Agreement – FFY 2019 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and Taylor County, Florida, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations ("C.F.R."), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Narrative and Deliverables and Part 6 and Appendix A from Part 9 of the Recipient's Florida Small Cities CDBG FFY 2019 Application for Funding submitted by the Recipient on October 5th, 2020.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. Part 570 Subpart I (except that the Recipient does not assume DEO's responsibilities described at § 570.604 and the Recipient does not assume DEO's responsibility for initiating the review process under the provisions of 24 CFR part 58); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on August 1, 2021, (the "Effective Date") and ends on January 31, 2024, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within

the extension period. DEO will also take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;

2. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment A - Project Narrative;

3. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;

4. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and

5. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient'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.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(c), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient 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.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may

mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Vincent Aguirre, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8417 – Fax: (850) 922-5609

Email: Vincent.Aguirre@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Jami Evans, Grants Coordinator
Taylor County Board of County Commissioners
401 Industrial Park Drive
Perry, Florida, 32347
Telephone: (850) 838-3553 - Fax: (850) 838-3501
Email: Grants.assist@taylorcountygov.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then 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 shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

- Attachment A – Project Narrative and Deliverables
- Attachment B – Project Detail Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – Category Specific Conditions for Housing Rehabilitation
- Attachment F – State and Federal Statutes, Regulations, and Policies
- Attachment G – Civil Rights Requirements
- Attachment H – Reports
- Attachment I – Warranties and Representations
- Attachment J – Audit Requirements
- Exhibit 1 to Attachment J – Funding Sources
- Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed the total amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

- (d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.
- (f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and
 4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient-contractor"), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall 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 Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, 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, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient 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, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO 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 Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22DB-OP-03-72-01-H05
FLAIR Contract Number: H2452

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

Taylor County, Florida

Department of Economic Opportunity

By: _____ Date: _____ By: _____ Date: _____
(Authorized Signature) (Authorized Signature)

Name: _____ Thomas Demps Name: _____ Meredith Ivey

Title: _____ Chairman Title: _____ Chief of Staff

Federal Tax ID#: _____ 59-6000879

DUNS#: _____ 065887796

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment A – Project Narrative and Deliverables

1. **PROJECT NARRATIVE:** The Recipient has been selected to participate in the Small Cities CDBG Program. The Recipient will use \$750,000.00 awarded under the Housing Rehabilitation category of the FFY 2019 Small Cities Community Development Block Grant Program to assist residents throughout the unincorporated area of Taylor County. Necessary repairs may be provided in the form of renovation or demolition and replacement of existing housing units. At a minimum, 11 housing units whose occupants qualify as low- to moderate-income (LMI) households will be rehabilitated and brought into compliance with the local housing code and the U.S. Department of Housing and Urban Development's Section 8 requirements. Three of the 11 households served will be occupied by persons who qualify as "low-income;" another two of the 11 households served will be occupied by persons who qualify as "very low-income." Additional LMI housing units may be served if adequate funds remain in the budget after the ten contracted housing units are completed.

Temporary relocation assistance will be provided to residents that are unable to remain in the home during construction, as needed.

The Recipient has committed \$50,000.00 of State Housing Initiatives Partnership (SHIP) Funds as leverage. The SHIP Funds will be expended after the CDBG site visit and before administrative closeout of the CDBG grant.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit,
- Submitted requests for funds to DEO,
- Prepared subgrant modification documents, and
- Prepared the Administrative Closeout Report.

Attachment A – Project Narrative and Deliverables

Temporary Relocation Assistance Deliverable

Paid temporary relocation expenses for households that are eligible under the Recipient's Housing Assistance Plan.

Housing Rehabilitation Deliverable

The following items are eligible for reimbursement under Task 2:

- Title searches,
- Property surveys,
- Site-specific environmental review costs,
- Work write-up costs,
- Lead-based paint testing or abatement,
- Asbestos inspection or abatement,
- Termite inspection or treatment,
- Purchase of house plans for a demolition/rebuild,
- Filing fees for deferred payment loans and other required documents,
- Septic tank inspection(s) performed by a licensed septic tank contractor (see Florida Department of Health for list of qualified contractors), and
- Other environmental studies, such as Phase I and/or Phase II.

2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget ("Project Detail Budget"), subject to the approval of DEO and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.
3. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Recipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

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Attachment A – Project Narrative and Deliverables

4. **DELIVERABLES:** Recipient agrees to provide the following services as specified:

Deliverable No. 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Recipient shall complete eligible Project Implementation tasks as detailed in Section 1 of Attachment A – Project Narrative.	The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis as detailed in Section 1, Attachment A – Project Narrative. The Recipient's completion of the task(s) shall be evidenced by invoice(s) noting the completed task(s) as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this Deliverable for each payment request.
Deliverable No. 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Temporary Relocation Assistance The Recipient shall provide Temporary Relocation Assistance as detailed in Section 1 of Attachment A - Project Narrative.	The Recipient shall be reimbursed for Temporary Relocation Assistance provided for a minimum of one home as detailed in the Attachment A – Project Narrative. The Recipient's completion of this Deliverable shall be evidenced by invoice(s) noting expense(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this Deliverable for each payment request.
Deliverable No. 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Housing Rehabilitation The Recipient shall complete Housing Rehabilitation services to at least the minimum number of number low- to moderate-income homes listed in Section 1 of Attachment A – Project Narrative. Task 1: Construction to rehabilitate or demolish/rebuild home(s) Task 2: Housing Rehabilitation Services	Task 1: The Recipient shall be reimbursed upon completion of a minimum of 20 percent (20%) of the Housing Rehabilitation activities for one home. As evidence of percent completion, the Recipient shall provide completed DEO-approved forms, documenting the percent completion for the home and the associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project. Task 2: The Recipient shall be reimbursed upon completion of a minimum of one Housing Rehabilitation services task on a per completed task basis as detailed in Attachment A – Project Narrative. The Recipient's completion of the task(s) shall be evidenced by invoice(s) noting the completed task(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this Deliverable for each payment request.
TOTAL AWARD NOT TO EXCEED: \$750,000.00		

Attachment B – Project Detail Budget (Example)

Recipient: Taylor County
Modification Number: N/A
Contract Number: 22DB-OP-03-72-01-H05

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
2. Temporary Relocation Assistance											
3. Housing Rehabilitation											
Totals:											

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Recipient: Taylor County Activity: Housing Rehabilitation Project Budget: _____
 Contract Number: 22DB-OP-03-72-01-H05 Date Prepared: _____ Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for "Readiness to Proceed;"
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
 - d. If the Recipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
 - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;

Attachment D – Program and Special Conditions

- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient whose application received "Readiness to Proceed" points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form SC-51 -- Bidding Information and Contractor Eligibility;
 - Form SC-37 -- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form SC-52 -- Section 3 Participation Report (Construction Prime Contractor);
 - Form SC-38 (if applicable) -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form SC-53 (if applicable) -- Section 3 Participation Report (Construction Subcontractor), and;
 - Form SC-54 (if applicable) -- Documentation for Business Claiming Section 3 Status

Attachment D – Program and Special Conditions

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
 - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
 17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.
 18. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
 19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
 20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
 21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

Attachment D – Program and Special Conditions

22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
25. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
26. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
27. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
28. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
29. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment D – Program and Special Conditions

30. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. Prior to drawdown of federal funds and within 90 days after award, the Recipient shall update its Equal Employment Opportunity Resolution to include "Color" and "Genetics" as protected classes. A copy of the updated policy or resolution must be submitted to DEO for review and acceptance.

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Attachment E – Category Specific Conditions Housing Rehabilitation

1. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the "National Objective" of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG funds received for the activity must be repaid.
2. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
3. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
4. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
5. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
6. Rehabilitation of all housing units funded in part or in full with CDBG funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
7. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
8. When CDBG funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
 - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property's impervious surface;
 - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
 - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
 - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
 - e. All structures on the property shall be demolished or relocated out of the floodplain.

Attachment E – Category Specific Conditions Housing Rehabilitation

9. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487 and 24 C.F.R. 35, Subparts B, J, and R, as incorporated in Rule 73C-23.0030, F.A.C. A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:
 - a. Prohibit the use of lead-based paint;
 - b. Notify potential beneficiaries of the hazards of lead-based paint;
 - c. inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
 - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
 - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
 - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
10. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 CFR Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
 - a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
 - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
 - c. Removal of asbestos by a licensed asbestos contractor.
11. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
12. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
13. To document completion of construction, each housing unit case file shall contain the following information:
 - a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
 - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
 - c. A copy of the contractor's license;

Attachment E – Category Specific Conditions Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
 - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
 - a. Name of each head of household and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
 - 1) White,
 - 2) African American,
 - 3) Asian,
 - 4) American Indian or Alaskan Native,
 - 5) Native Hawaiian/Pacific Islander,
 - 6) American Indian or Alaskan Native and White
 - 7) Asian and White,
 - 8) African American and White,
 - 9) American Indian/Alaskan Native and African American, or
 - 10) Other Multi-Racial; and
 - 11) If the head of household is Hispanic

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(f) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis-Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that Taylor County shall comply with all the provisions and Federal regulations listed in this attachment.

By: _____

Date: _____

Name: Thomas Demps

Title: Chairman

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.firules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report** must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment, labor hours performed and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.
7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization; Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO 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 non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that 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 C.F.R. 200 Subpart F (Audit Requirements), as revised, 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).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state 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, the Recipient 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with 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) or 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, 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 non-state 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).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. 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. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 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/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, 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 DEO.

Exhibit 1 to Attachment J – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$750,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.

This is not a research and development award.

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

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient: Taylor County

FEIN: 59-6000879

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

The Bishop Law Firm, P.A.
Attorneys at Law

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

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

October 13, 2021

VIA E-MAIL AND REGULAR MAIL

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

Honorable Board of County Commissioners
Of Taylor County, Florida
%Hon. Gary Knowles
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Re: Small Cities Community Development Block Grant (CDBG)
Subgrant Agreement - FFY 2019 Funding Cycle

Dear LaWanda and Board Members:

Pursuant to your request, I reviewed the above Agreement and make the following comments:

1. Paragraph 3 - Period of Agreement. The Agreement begins on 8/1/21 and ends on 1/31/24.
2. Paragraph 3 - Also provides that an extension is at the Department of Economic Opportunity's sole discretion.
3. Paragraph 5 - Records. Provides for records and they must be kept for 6 years.
4. Paragraph 5 (g) Requires all funds be kept in a separate account or the Recipient's accounting system must have sufficient internal controls to track the expenditure of all funds (this option is not available for advanced funds). No commingling of funds.
5. Paragraph 6 - Provides for Audit. County staff needs to read this.

6. Paragraph 8 - Monitoring. DEO staff has the right to monitor and the County should comply with any inspections by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, or any Federal Office of the Inspector General.
7. Paragraph 10 - Events of Default. In the Department of Economic Opportunity in its sole discretion may terminate any obligation to the further payment of funds if:
 - a. Recipient (County) fails to keep or perform its obligations;
 - b. Any change in the Recipients;
 - c. The Recipient fails to submit required reports;
 - d. Recipient fails to attend the implementation workshop.
8. Paragraph 11 - Remedies. If a default occurs and Recipient fails to cure the DEO:
 - a. Terminate the Agreement upon 24 hours written notice;
 - b. Begin a lawsuit;
 - c. Withhold or suspend payment;
 - d. Demand the return to DEO funds that were ineligible or unallowable to be used;
 - e. Request additional information;
 - f. Pursuing any legal or equitable suit.
9. Paragraph 12 - Dispute Resolution. If a dispute occurs and the Recipient is complaining to DEO with regard to the performance, DEO will reduce it to writing, if Recipient does not agree, the Recipient within twenty-one (21) days of receipt, the Recipient must file a petition for an administrative hearing pursuant to Chapter 120 Florida Statute.
10. Paragraph 15 - Contracts. If the Recipient contracts any of the work, a copy of the proposed contract must be sent to DEO before written approval. The subcontractor is bound by the Agreement.
11. Paragraph 18 - Funding/Consideration. The funding of this Agreement shall not exceed \$750,000. If the necessary funds are not available to fund the Agreement as a result of action by the U.S. Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, the Recipient shall submit the closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.
12. Paragraph 20 (b) - Mandated Conditions. This Agreement is to be construed by the laws of Florida, and venue shall be in the Circuit Court of Leon County, Florida for any legal action on this Agreement.
13. Chapter 119. If the Recipient has any question regarding the application of Chapter 119 Florida Statutes with regard to duty to provide public records relating to this Agreement, we can contact the Custodian of Public Records by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com or by mail at Department of Economic Opportunity,

Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee,
Florida 32399-4128.

LaWanda, this letter only hit some of the highlights of this very extensive Agreement, but hopefully it helps in understanding of the Agreement.

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

Cc: Hon. Gary Knowles

P.S. I did not go through the attachments.

The Bishop Law Firm, P.A.
Attorneys at Law

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

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Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles

P.S. I did not go through the attachments.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to award bids for the rehabilitation of two homes and the demolition and construction of two homes through the SHIP Program. Board also to approve exceeding the arbitrary cost limits for the SHIP Local Housing Assistance Plan (LHAP) due to the large family size and rising costs of construction.

MEETING DATE REQUESTED:

October 19, 2021

Statement of Issue: Board to award bids for two rehabilitation projects and two demolition and reconstruction projects through the SHIP housing program and approve exceeding the cost limits as currently set forth in the SHIP LHAP.

Recommended Action: Board to award bids and approve exceeding the cost limits of the current SHIP LHAP.

Fiscal Impact: All projects will be 100% grant funded.

Submitted By: Jami Evans, Grant Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board received bids for the rehabilitation of three homes and the demolition and new construction of three homes through the SHIP program at the October 4, 2021 meeting. The Bid Committee recommends awarding the bids as follows:

SHIP REHABILITATION

Khalilah King	Certified Roofing and Construction, Inc.	\$45,450
Ernestine Roberts	Certified Roofing and Construction, Inc.	\$34,920
Deonna Edwards	Withdrawn due to lack of funds	

SHIP DEMOLITION AND CONSTRUCTION

Willie Brown	Jerry Walters Construction, Inc.	\$119,450
Donald Pettitt	Jerry Walters Construction, Inc.	\$119,450
Christina Alderman	Withdrawn due to lack of funds	

Attachments:

GSG Bid Award Recommendations, Bid Tabulations, and Work Write-Up/Bid Form for contractors being recommended for bid award.

MEMORANDUM

TO: Taylor County Board of County Commissioners
FROM: Jay Moseley, Senior Consultant
SUBJECT: Bid Award Recommendation
DATE: October 18, 2021

Expenditure Authorization

October 4, 2021, sealed bids were received and opened for six houses in the Taylor County SHIP Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed, and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amount for the houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Khalilah King	Certified Roofing and Construction, Inc.	\$45,450*
Ernestine Roberts	Certified Roofing and Construction, Inc.	\$34,920
Willie Brown	Jerry Walters Construction, Inc.	\$119,450*
Donald Pettitt	Jerry Walters Construction, Inc.	\$119,450*
Christina Alderman	Withdrawn – Due to lack of Funds	
Deonna Edwards	Withdrawn – Due to lack of Funds	

*While the LHAP limit for replacement houses is \$110,000 and rehab houses is \$35,000, the actual bids exceed the limit due to the large family sizes, rising costs related to the recent storms and the booming economy. You can exceed the arbitrary limits by making a motion to exceed the limit.

Recommended Action # 1: Motion to exceed the arbitrary limit of \$110,000 for the Brown and Pettitt residences, and the limit of \$35,000 for the King residence.

Recommended Action # 2: Award the houses as identified above.

Attachments:

Bid Tabulation with Recommendations

TAYLOR COUNTY SHIP BID TABULATION

MONDAY 10/4/2021

Contractor	Christina Alderman	Willie Brown	Donald Pettitt	Khalilah King	Deonna Edwards	Earnestine Roberts
Florida Homes, Inc.	\$ 146,524.00	\$ 127,864.00	\$ 127,407.00	\$ 47,864.00	\$ 47,856.00	\$ 37,953.00
Certified Roofing and Construction, Inc.	\$ 143,900.00	\$ 123,900.00	\$ 122,900.00	\$ 45,450.00	\$ 45,720.00	\$ 34,920.00
Jerry Walters Construction, Inc.	\$ 139,450.00	\$ 119,450.00	\$ 119,450.00	\$ 50,800.00	\$ 49,500.00	\$ 39,300.00
Recommended Contractor	Withdrawn	Walters	Walters	Certified	Withdrawn	Certified

Opened By:

Witnessed by: Jami Evans

Bid Opening:

Signature

Signature

Monday, October 4, 2021

BOCC Meeting



**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Khalilah King

Address: 112 Buffalo Pl. - Perry, FL 32348

Mailing Address: Same

Phone #: 850-838-6240

Alternate Phone #:

Parcel # 05710-104

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members.	Roof	15500
002	Electrical	Install smoke detectors in hallways and bedrooms, hardwired in sequence with battery backup. Replace refrigerator, electric range, and charcoal filter range hood.	Various	4200
003	HVAC	Replace existing system with new Electric HVAC system with service to all habitable rooms. Include all ductwork, piping, electrical, <u>return air vent</u> , and registers for a complete new system. System must be Energy Star rated, minimum 15 SEER system.	All	9400
004	Insulation	Insulate attic to minimum R-30.	Attic	1800
005	Windows	Replace all windows.	All	4950
006	Doors	Replace rear French doors with new exterior pre-hung doors with Jamb Saver jambs.	Rear	2400
007	Cabinets	Replace kitchen cabinets with same footage, including new countertops.	Kitchen	7200

TOTAL BID>>>>>>>>>>>> \$ 45,450

Owner Signature

Co-Owner Signature

Contractor's Signature

Taylor County Housing Program Bid Form

Page 1 of 2

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

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

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name	<u>Certified Roofing & Construction</u>
Contractor's Name (Print Name)	<u>Charlotte Johnson</u>
Contractor's Signature	<u>Charlotte Johnson</u>
Contractor's Address	<u>PO Box 1673 Melbourne FL 32909</u>
Contractor's License #	<u>CBC 1252541</u>
Contractor's Phone Number	<u>352-472-7663</u>
Contractor's E-Mail Address	<u>Certified687@gmail.com</u>

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature

Taylor County Housing Program Bid Form

Charlotte Johnson
Page 2 of 2

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

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Company Name	<u>Certified Roofing - Construction</u>
Contractor's Name (Print Name)	<u>Charlotte Johnson</u>
Contractor's Signature	<u>Charlotte Johnson</u>
Contractor's Address	<u>PO Box 1673 Newberry FL 32669</u>
Contractor's License #	<u>CBC 1252541</u>
Contractor's Phone Number	<u>352-472-7663</u>
Contractor's E-Mail Address	<u>certified687@gmail.com</u>

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature Charlotte Johnson

(2)

**Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Willie Brown

Address: 1309 S. Sparrow St. - Perry, FL 32348

Mailing Address: Same

Phone #: 850-371-0893

Parcel # 04619-000

Inspected By: Jay Moseley

Date: 8/18/2021

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	8000
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	1000.
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2-bedrooms, one bath, and kitchen - living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor. Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.	All	73450.

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1309 S. Sparrow St., Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200-amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	15000.
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	5000.
006	PLUMBING	<p>New plumbing fixtures shall include handicap toilet with grab bars, walk in shower with built in seat (tile construction or prefabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	8000.
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	2000.

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1309 S. Sparrow St., Perry, FL

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Work must be completed and approved within 180 days of the issuance of the Notice to Proceed. This house is to be vacant for 180 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors, please sign bottom of each page.

Company Name Jerry Waters Construction Inc.
Contractor's Name (Print Name) Jerry Waters
Contractor's Signature [Signature]
Contractor's Address 25316 Celina Ave St. Petersburg FL 3401
Contractor's License # CPC 1226355
Contractor's Phone Number 352 585 2763
Contractor's E-Mail Address jerrywatersconstructioninc@gmail.com

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1309 S. Sparrow St., Perry, FL

(3)

**Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Donald Pettitt

Address: 1202 S. Robin St. - Perry, FL 32348

Mailing Address: Same

Phone #: 850-843-1560

Parcel # 04670-000

Inspected By: Jay Moseley

Date: 8/18/2021

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003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen - living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor. Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.	All	73,450.

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1202 S. Robin St., Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200-amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star</i> Rated), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	15000.
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Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1202 S. Robin St., Perry, FL

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Company Name Jerry Walters Construction Inc.
Contractor's Name (Print Name) Jerry Walters
Contractor's Signature [Signature]
Contractor's Address 25216 Celmar St. Brooksville FL 34601
Contractor's License # CR 132 6355
Contractor's Phone Number 352. 585 2763
Contractor's E-Mail Address jerrywaltersconstructioninc@gmail.com

Owners Signature

Co-Owners Signature

[Signature]
Contractor's Signature

Taylor County Housing Program Bid form

1202 S. Robin St., Perry, FL

The Bishop Law Firm, P.A.
Attorneys at Law

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IN MEMORIAL OF
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October 7, 2021

VIA E-MAIL

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

Dear Lawanda:

Please find enclosed a Notice I have received from General Ashley Moody, the Attorney General for the State of Florida.

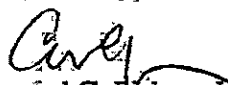
Please look over this and in particular the bottom of page 3 and the top of page 4 for the steps.

It appears there are a lot of claims going on.

Please put this on the agenda for next meeting.

Thank you and I hope you are doing fine.

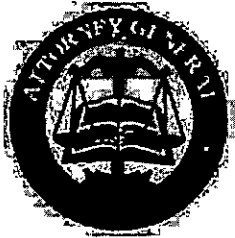
Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Gary Knowles (via e-mail)



**ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA**

OFFICE OF THE ATTORNEY GENERAL

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TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and one manufacturer, Janssen-Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. The State of Florida has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

- You are receiving this letter because the State of Florida has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. In addition, the Florida's Office of Attorney General has also set up a state-specific website, which contains additional state-specific information. It may be found at: <http://www.myfloridalegal.com/opioidsettlement>.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

First, you must go to the national settlement website to **register** to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible).

Second, you must **execute** and **submit** all required documentation. Documentation will be submitted electronically utilizing the "DocuSign" service. In addition, we would ask you to print out your "DocuSign" participation documentation and upload it on Florida's website: <http://www.myfloridalegal.com/opioidsettlement>. Once you reach the State's webpage, click on the "learn more" button and follow the directions from there. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: RKJSXG

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about Florida's allocation agreement can be found on both the national settlement website and Florida's webpage. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized: <http://www.myfloridalegal.com/opioidsettlement>.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to your state should you elect to participate in the Settlements in which your state participates, you should first visit <https://nationalopioidsettlement.com/> or <http://www.myfloridalegal.com/opioidsettlement> to review the proposed state-subdivision agreement. The terms of the state-subdivision agreement will govern your eligibility to receive funds directly or indirectly from the share that is allocated to your state under the national settlement agreements. The proposed state-subdivision agreement that is in the process of being adopted by subdivisions. Any questions concerning the status or terms of the state-subdivision agreement can be directed to the Attorney General's Office by e-mail sent to flopioidlitigation@myfloridalegal.com.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Florida. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," i.e., the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website and the Florida website at your earliest convenience. If you have questions for Florida Office of Attorney General, please send an e-mail to fl.opioidlitigation@myfloridalegal.com.

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National Opioid Settlements
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Providence, RI 02940-3196

ADDITIONS TO THE AGENDA

October 19, 2021

MOVE

CONSENT ITEMS

8. THE BOARD TO CONSIDER APPROVAL OF COMMITTEE RECOMMENDATION FOR THE FIRE APPARATUS BUILD, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

TO

COUNTY STAFF ITEMS

- 19-A. THE BOARD TO CONSIDER APPROVAL OF COMMITTEE RECOMMENDATION FOR THE FIRE APPARATUS BUILD, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

TABLE

GENERAL BUSINESS

16. THE BOARD TO CONTINUE DISCUSSIONS REGARDING SKINNED BASEBALL FIELDS AT THE SPORTS COMPLEX.