SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, OCTOBER 7, 2024
6:00 P.M.

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

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

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

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

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

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED 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. APPROVAL OF MINUTES SEPTEMBER 17, 2024; SEPTEMBER 16, 2024 AND SEPTEMBER 23, 2024.

5. EXAMINATION AND APPROVAL OF INVOICES.

6. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FISH CREEK ROAD SPOIL SITE AGREEMENT WITH FOUR RIVERS LAND AND TIBER COMPANY, LLC ASSOCIATED WITH THE KEATON BEACH CANAL SYSTEM AND STEINHATCHEE BOAT BASIN COASTAL DREDGING PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

7. THE BOARD TO CONSIDER APPROVAL OF WAIVER OF TIPPING FEES AT THE AUCILLA LANDFILL FOR THE REMOVAL OF DEBRIS RELATED TO HURRICANE HELENE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

8. THE BOARD TO CONSIDER APPROVAL OF WAIVER OF STORM RELATED PERMITTING FEES THROUGH THE MONTH OF OCTOBER 2024, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

9. THE BOARD TO CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT TASK ORDER NO. 3 WITH WITT O'BRIENS, LLC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

10. THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTION, AS AGENDAED BY TRACI ROWELL, PERSONNEL MANAGER.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO RECEIVE BIDS FOR THE TAYLOR COUNTY COASTAL DREDGING, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

12. THE BOARD TO RECEIVE BIDS FOR THE DMH MEDICAL AIR COMPRESSOR PROJECT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

13. THE BOARD TO RECEIVE BIDS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

14. THE BOARD TO RECEIVE SOQ FOR TAYLOR COUNTY, FLORIDA, CONTINUING CONTRACT FOR ENGINEERING SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

15. THE BOARD TO RECEIVE SOQ FOR TAYLOR COUNTY, FLORIDA, CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

PUBLIC REQUESTS:

16. REPRESENTATIVES FROM THE AMERICAN DREAM NORTH FLORIDA TO DISCUSS REQUESTS FOR THE KEATON BEACH MULLET FESTIVAL.

GENERAL BUSINESS:

17. THE BOARD TO DISCUSS TRANSITIONING THE MAINTENANCE/OPERATION OF THE STEINHATCHEE COMMUNITY CENTER TO THE STEINHATCHEE RIVER CHAMBER OF COMMERCE, AS AGENDAED BY COMMISSIONER NEWMAN.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF PROPOSAL FOR RECRUITMENT OF FIRE FIGHTER POSITION AND DEPARTMENTAL EDUCATIONAL ASSISTANCE POLICY, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

19. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF STANDARD GRANT AGREEMENT P25047 WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR SOUTHSIDE PARK PHASE 2, AS AGENDAED BY MELODY COX, GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

20. **THE BOARD TO CONSIDER APPROVAL FOR LETTER OF SUPPORT FOR AERIAL MOSQUITO SPRAYING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	BOARD TO REVIEW AND APPROVE THE FISH CREEK ROAD SPOIL SITE AGREEEMENT WITH FOUR RIVERS LAND & TIMBER COMPANY, LLC ASSOCIATED WITH THE KEATON BEACH CANAL SYSTEM AND STEINHATCHEE BOAT BASIN COASTAL DREDGING PROJECTS.
MEETING DATE REQUESTED:	October 7, 2024

Statement of Issue: The Board is pursuing Coastal Dredging Projects within the Keaton Beach Canal System and the Steinhatchee Boat Ramp Basin. The Dredged material is currently permitted and planned to be disposed of within Four Rivers Land & Timber Company, LLC owned property.

Recommended Action: The Board should approve the Four Rivers Fish Creek Spoil Site Agreement and any associated expense to facilitate the Coastal Dredging project within the Keaton Beach Canal System and Steinhatchee Boat Basin.

Fiscal Impact: FISCAL YR 2024/25 - $2,000 PLUS
DEBRIS REMOVAL, HAULING AND TIPPING EXPENSE

Budgeted Expense: NO

Submitted By: ENGINEERING

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

As a result of the 2010 Deepwater Horizon, affected communities received Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (RESTORE) Act funding to address some of the economic effects. The Taylor County Board of County Commissioners committed to use a portion of that funding to perform dredging along the Taylor County Coast and to also fund the associated professional engineering planning and design services. As a result of extended timing for RESTORE Act spending authorizations, Staff pursued and was awarded $5,050,000 through the Hurricane Idalia Recovery Grant Program. These funds are currently available and were deemed appropriate by the Florida Department of Emergency Management for the proposed dredging activities.

In an attempt to reestablish boating and property access within our Coastal waterways, the dredging process will remove accumulated sediment and debris from the Keaton Beach Canals and the Steinhatchee Boat Basin. The project intends to involve the use of hydraulic dredging technologies to remove sediment and restore original permitted/design depths along with minimal over excavation allowance. During the project, dredged material will be staged in 20 YD roll off containers with trash/sand screens as well as 20 YD roll off containers lined with woven geotextile bags for dewatering. Staging areas are allocated and identified at both the Keaton Beach Boat Ramp and Steinhatchee Boat Ramp facilities. These areas will be available to the selected Dredging Contractor to facilitate the work. That work will include being responsible to furnish all necessary materials and equipment, being responsible for equipment used, maintaining haul routes,

protection or repair of work or facilities damaged in construction, testing dredge material to determine permissible disposal sites, and safely and legally transporting dewatered material to an offsite facility. Dredged material is planned for disposal at the Fish Creek Grade Spoil Deposit site or the Aucilla Class 1 Landfill located at 1313 SW Greenville Hill's Rd, Greenville, FL 32331 depending on results of Toxicity Characteristic Leaching Procedure sampling.

As part of the FDEP permitting process, Staff received a Four Rivers acceptance to allow an upland parcel under their ownership to be considered for spoil material disposal. That acceptance, however, included the provision that an agreement must be approved prior to the site actually being used. The attached Four Rivers proposed Spoil Site Agreement outlines the provisions thought necessary by Four Rivers to allow placement of the dredged spoil material. Primarily, the agreement (1) obligates the County to remove and dispose of the various pre-existing refuse items dumped by individuals, (2) allows for the terrain/existing grade of the area to be altered to render it suitable for the intended Spoil placement and (3) further requires the County to perform periodic testing to provide assurances that Spoil material is non-hazardous.

The Agreement does allow for a 10-day initial inspection by the County to further determine the site's current suitability. In the event insurmountable issues are discovered, the County can elect to terminate the agreement with an understanding that would necessitate finding and permitting a second suitable site.

Options:

1) Accept and approve the Four Rivers Fish Creek Spoil Site Agreement and any associated expense to facilitate the Coastal Dredging project within the Keaton Beach Canal System and Steinhatchee Boat Basin.

2) Revise the proposed Four Rivers Fish Creek Spoil Site Agreement and request reconsideration by Four Rivers.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Four Rivers Fish Creek Spoil Site Agreement
August 9, 2024 County Attorney Review Comments

CANAL DREDGING
SPOIL SITE AGREEMENT

THIS CANAL DREDGING SPOIL SITE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company, whose address is 1700 Foley Lane, Perry, Florida 32347 ("Four Rivers"), and TAYLOR COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 620, Perry, Florida 32347 ("County").

WITNESSETH:

WHEREAS, the County is in the process of dredging the canals located at Keaton Beach, Dark Island, and Cedar Island, (hereinafter referred to collectively as "Beaches");

WHEREAS, it is in the public interest to provide for expedient removal and storage of canal dredging spoil within close proximity of the Beaches area;

WHEREAS, the availability of real property locations to serve as a canal dredging spoil deposit site are limited;

WHEREAS, Four Rivers is the fee simple owner of appropriate property locations in the Beaches area;

WHEREAS, the County desires and Four Rivers has agreed to provide the use of such properties in accordance with the terms and conditions as set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Four Rivers and the County hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and by reference are incorporated into this Agreement.

2. **Permitted Area.** The County shall have the right to use the real property more particularly described in Exhibit "A" attached hereto (the "Permitted Area"), in accordance with the terms of this Agreement.

3. **Inspection Period; Term; Restoration**.

(a) The County shall have a 10-day period commencing on the Effective Date and expiring 10 days thereafter (the "Inspection Period") in which to inspect the Permitted Area to determine the suitability of the Permitted Area for the Approved Use (as defined in Section 5 below). Four Rivers grants the County and the County's agents, representatives, employees, and contractors (collectively, "Agents") the right to enter upon the Permitted Area from the Effective Date until the expiration of the Inspection Period for the purpose of inspecting the Permitted Area;

provided, however, that the County may not perform any Phase II or invasive environmental testing without Four Rivers' prior written consent. The County agrees to promptly repair any damage to the Permitted Area resulting from the County or its Agents' inspections or activities within the Permitted Area. To the extent allowed under applicable laws and without waiving any of the protections afforded by Section 768.28, Florida Statutes, the County shall indemnify, defend (with counsel reasonably acceptable to Four Rivers) and hold Four Rivers harmless from and against any and all liens, encumbrances, losses, liabilities, claims, judgments, injuries, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or related to the County's or its Agents' inspections or activities within the Permitted Area. The County's repair and indemnification obligations under this Section shall survive the expiration or earlier termination of this Agreement.

(b) Provided that the County does not deliver a written notice to Four Rivers electing to terminate this Agreement prior to the expiration of the Inspection Period, the term ("Term") of this Agreement will commence on the 11th day after the Effective Date ("Commencement Date") and will expire on _____ ("Termination Date"). The County agrees to remove any pre-existing refuse on the Permitted Area and to peaceably surrender the Permitted Area to Four Rivers, in a clean, stable and level condition, on or prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a Permitted Area utilized by the County).

4. **Payment**. Prior to the Commencement Date, the County shall pay to Four Rivers the sum of $2,000.00 for use of the Permitted Area during the term of this Agreement.

5. **Grant**. Four Rivers hereby grants to the County a permit during the term of this Agreement for ingress and egress of persons, motor vehicles and other mechanisms for transporting canal dredging-generated spoil ("Spoil") to and from, and to occupy and use the surface of the Permitted Area for storage and removal of Spoil (the "Approved Use").

6. **Use Restrictions**. The County shall use the Permitted Area only for the Approved Use. The County understands and agrees that the use of the Permitted Area is subordinate to Four Rivers' rights and interests in and to the Permitted Area and agrees to ensure that its employees, agents and contractors behave accordingly. The County shall use best efforts during its use of the Permitted Area to avoid interference with Four Rivers' use of Four Rivers' property. The County shall not at any time allow the general public to enter upon all or any portion of the Permitted Area for any reason. Four Rivers agrees that the County shall be permitted to place upon the Permitted Area any improvements usually incidental to the use of an area such as the Permitted Area for the Approved Use, but no permanent buildings or other non-moveable improvements shall be made without Four Rivers' written consent. The County shall not use nor permit the use of dynamite or other explosives within the Permitted Area. The County may alter or permit the alteration of the existing grade of a Permitted Area's terrain to render it suitable for Approved Uses. The County shall promptly provide Four Rivers with copies of any reports, surveys, analyses, or investigations prepared by or for the County regarding the Permitted Area or the County's use thereof. "Invasive or Noxious Plant" means any plant considered nonnative or harmful to human health, the environment, or beneficial plants including plants classified as invasive, nonnative, noxious, infected, or as weeds under Environmental Laws (as hereinafter defined). No Invasive or Noxious Plant shall be allowed to be brought on to the Permitted Area, and if an Invasive or Noxious Plant

is discovered on the Permitted Area during or after the Term the County shall immediately take action to eradicate the Invasive or Noxious Plant. The County's obligation to eradicate Invasive or Noxious Plants on the Permitted Area shall survive the Termination Date for a period of two (2) years.

7. **Compliance with Law**. "Hazardous Substances" means (i) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, vapor, mineral or gas, in each case, whether naturally occurring or man-made, that (A) is classified as hazardous, acutely hazardous, toxic, a pollutant or a contaminant, or words of similar import or regulatory effect under Environmental Laws or (B) otherwise poses a material health risk to human health or a material threat to the environment or natural resources; and (ii) any petroleum or petroleum-derived products (including crude oil or any fraction thereof), radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, per- and polyfluoroalkyl substances, perfluorooctanoic acid and perfluorooctane sulfonate. "Environmental Laws" means any law pertaining to, regulating or imposing liability or standards or obligations of conduct concerning or relating to pollution (or the cleanup thereof), releases or protection of the environment (including ambient air, soil vapor, surface water or groundwater, or subsurface strata), protection of natural, cultural, archaeological or biological resources, wildlife flora and fauna, natural resources, human health and safety, worker/occupational health and safety (to the extent related to exposure to Hazardous Substances), or exposure to Hazardous Substances, including those laws relating to the presence of, exposure to, or the management, manufacture, use, generation, handling, transportation, treatment, storage, disposal, discharge, release, threatened release, control or cleanup of Hazardous Substances and any applicable standard of conduct under any common law doctrine, including negligence, nuisance, trespass, personal injury or property damage related to or arising out of the presence, release or exposure to Hazardous Substances. To the actual knowledge of Travis McCoy, Senior Vice President of Four Rivers, as of the Effective Date (without any duty to investigate), Four Rivers has not received any notices of any violation of Environmental Laws within the Permitted Ara.

In connection with its use of the Permitted Area, the County shall comply with all federal, state and local laws, ordinances, rules and regulations, including, without limitation, all Environmental Laws and land use laws, ordinances, rules and regulations. The County shall be responsible for obtaining and maintaining all required environmental permits, and City, County, State or Federal licenses and permits required for the Approved Use upon the Permitted Area and shall provide a copy of all such permits to Four Rivers. The County shall not make or suffer any unlawful, improper or offensive use of the Permitted Area or any use of occupancy thereof contrary to the laws of the United States, the State of Florida, or to the ordinances of the County in which the Permitted Area is located. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied.

8. **Environmental Remediation**. The County shall not use or cause Hazardous Substances to be brought on to the Permitted Area. The County shall test spoil periodically and provide test results to Four Rivers and provide certification to Four Rivers that no Hazardous

Substances have been deposited onto the Permitted Area. If, pursuant to a notification from Four Rivers or the County's own observations the County becomes aware that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately remove the hazardous or unsafe condition, which may involve the removal of a Hazardous Substance, and the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied. The County agrees that if it violates the terms of this paragraph, then upon notification by Four Rivers, the County shall, within seventy-two (72) hours, at its sole cost and expense, commence to correct such condition or situation; provided however that Four Rivers retains the right to enter upon the Permitted Area and correct any such condition or situation at any time. To the extent allowed under applicable laws and without waiving any of the protections afforded by Section 768.28, Florida Statutes, the County hereby agrees to indemnify, defend (with counsel reasonably acceptable to Four Rivers) and hold Four Rivers harmless from and against any and all liens, encumbrances, losses, liabilities, claims, judgments, injuries, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs resulting from County's failure to comply with the provisions of this paragraph. The County's remediation and indemnification obligations under this Section shall survive the expiration or earlier termination of this Agreement.

9. **Indemnification**. Upon the termination of this Agreement, the County, at its expense, shall undertake such investigations, site monitoring, containment, cleanup, removal, restoration and other remedial work necessary or required under applicable laws to assure that the Permitted Area is not contaminated by the presence of any Hazardous Substances, Invasive or Noxious Plants, or any other hazardous or unsafe condition which resulted from the Approved Use of the Permitted Area, The County shall have no obligation to remediate environmental conditions existing prior to the Commencement Date. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. "Environmental Claim" means any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any person alleging or asserting (a) any liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from the use, presence, release of, or exposure to, any Hazardous Substances; or (b) any violation of or liability under any Environmental Law or term or condition of any permit.

To the extent allowed under applicable laws and without waiving any of the protections afforded by Section 768.28, Florida Statutes, the County hereby agrees to indemnify, defend and hold harmless Four Rivers, from and against all loss and liability of every kind whatsoever, known or unknown, including, without limitation, all Environmental Claims, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, arising during the term of this Agreement for any personal injury, loss of life or damage to the Permitted Area or any other real or personal property sustained in, on or about the Permitted Area by reason of, or as a result of (a) the conduct or management of the County's activities conducted pursuant to this Agreement, (b) any act, omission or negligence of the County or its employees, agents, contractors or invitees, (c) any accident, injury, or damage (unless caused solely by Four Rivers' negligence or willful misconduct) occurring in, at or upon the Permitted Area during the

County's use, (d) the failure of the County or its employees, agents, contractors or invitees to comply with legal requirements or insurance requirements, or (e) any other breach or default by the County under this Agreement, and also from and against any orders, judgments, or decrees which might be entered thereupon, (f) any Invasive or Noxious Plant brought onto or discovered upon the Permitted Area during or after the Term The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

10. **Condition of Permitted Area; Release**. The County acknowledges and agrees that the County is fully familiar with the Permitted Area, that the County may inspect the Permitted Area, and that Four Rivers has made no representation or warranty as to the suitableness of the Permitted Area for the County's intended use. The County will accept the Permitted Area in its current condition "AS IS." The use of the Permitted Area by the County shall be at the sole risk and expense of the County, and Four Rivers is specifically relieved of any responsibility for damage or loss to the County, its employees, agents and contractors resulting from the County's use of the Permitted Area, unless such damage or loss results from Four Rivers' acts of gross negligence or willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. **Reimbursement**. The County agrees to reimburse Four Rivers for all costs and expense for any damage to Four Rivers' property resulting from the County's use of the Permitted Area and agrees that if, in Four Rivers' opinion, it becomes necessary as a result of the County's use of the Permitted Area or ingress and egress to relocate or change any of its facilities, to promptly reimburse Four Rivers for all cost and expense involved with such relocation or change, including but not limited to any Environmental Remediation. The County must pay each such reimbursement to Four Rivers not later than the thirtieth (30^{th}) day after its receipt of a claim from Four Rivers for the same.

12. **Insurance**. Throughout the term of this Agreement, the County shall maintain or require its contractors working on the Permitted Area to maintain in force a policy of general public liability insurance by an insurance company qualified to do business in the State of Florida and reasonably satisfactory to Four Rivers, insuring Four Rivers against the claims of all persons for loss of life, bodily injuries or property damage, or both, arising out of or incident to the County's use or occupancy of the Permitted Area. Four Rivers shall be named as additional insured or named insured under said policy; and the County shall deliver a certificate(s) evidencing combined single limit coverage in an amount of not less than $1,000,000.00 for bodily injury and property damage liability. Such certificate(s) shall provide that the coverage cannot be cancelled without at least ten (10) days' written notice to Four Rivers. Should the County fail to furnish evidence of such insurance as provided for in this Agreement, Four Rivers may obtain such insurance and premium on such insurance shall be deemed additional rental to be paid by the County to Four Rivers on demand. Four Rivers shall not be responsible for any loss or damage occurring to any property owned by the County and the County shall be responsible for maintaining any insurance coverage on the County's property which the County deems necessary.

13. **Rights Retained by Four Rivers**. Four Rivers, its contractors, and all officers, agents, servants, employees and workmen thereof, their vehicles, machinery, equipment, tools and accessories, shall at all times have absolute right of ingress and egress to and from, in and upon, the Permitted Area for the purpose of inspecting the Permitted Area and carrying on any duties,

acts and operations necessary or desirable in connection with timber management, mosquito control, fire control, timber, pulpwood and naval stores operations, and any other duties, acts and operations necessary and desirable in the full and complete operations, control, and use of Four Rivers' properties.

14. **Assignment**. The County shall not have the right or the authority to assign all or any portion of this Agreement without the prior written consent of Four Rivers, which consent may be granted or withheld in Four Rivers' sole and absolute discretion. Any assignment made without Four Rivers' permission shall be null and void.

15. **Default**. Should the County allow any payment hereinabove specified to become delinquent, and remain delinquent for fifteen (15) days after the same shall become due, or should the County fail to keep and perform any of the terms, covenants, conditions, stipulations or agreements herein contained (collectively, "Acts of Default"), then and in any and all such events Four Rivers may, at Four Rivers' option, exercise all rights and remedies available to Four Rivers under Florida law, including, without limitation, the right to terminate this Agreement and re-enter the Permitted Area. In the event the County commits any Acts of Default, so that it shall become necessary for Four Rivers to employ an attorney to collect payments due or to enforce any term, covenant, condition, stipulation or agreement on the part of the County, then the County shall pay all costs of collection and expenses of recovery, including reasonable attorneys' and legal assistants' fees, and costs, incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding. This Section shall survive any expiration or termination of this Agreement.

16. **Notices**. Any notice or other communication permitted or required to be given hereunder by one party to the other will be effective upon receipt or attempted delivery, in writing, by delivery prior to 5:00 p.m. on any business day, or mailed (by registered or certified United States Mail, postage prepaid, return receipt requested), or transmitted via telecopy of facsimile transmission prior to 5:00 p.m. on any business day, to the party entitled or required to receive same, as follows:

To The County:
Taylor County
201 East Green Street
Perry, Florida 32348
Attn: LaWanda Pemberton
Phone: 850 – 838 - 3500
Fax: 850 – 838 - 3501

To Four Rivers:
Four Rivers Land & Timber Company LLC
1700 Foley Lane
Perry, Florida 32347
Attention: Senior Vice-President
Phone: 850-838-2200
Fax: 850- 838-2248

17. **Nature of Agreement**. This Agreement is a permit and not a lease of real property. This Agreement shall convey no interest in the land to the County, but shall grant an irrevocable

permit to County to use the Permitted Area for the Term if this Agreement is not sooner terminated. Four Rivers shall in no event be construed to be a partner or joint venturer of the County or any permitted assignee of the County, and Four Rivers shall not be liable for any of the County's debts or liabilities, or the debts or liabilities of any permitted assignee.

18. **Not Subject to Liens**. The County shall not, under any circumstances, have the power to subject Four Rivers' interest in the Permitted Area or any other property of Four Rivers' to any mechanics, materialman's or construction liens, or liens of any kind. All persons who may hereafter during the continuance of this Agreement furnish work, labor, services or material upon the request or order of the County, or any person claiming under, by or through the County, must look wholly to the County and not to Four Rivers for payment for work done or materials provided. The County shall not permit or suffer to be filed or claimed against the Permitted Area or other property of Four Rivers during the continuance of this Agreement any lien or liens of any kind arising out of action by the County.

19. **Nonwaiver**. Four Rivers' failure in any one or more instances to insist upon strict performance of any one or more of the covenants herein contained on the part of the County shall not operate or be construed as a relinquishment or waiver for future breaches and of the right to enforce such covenant upon subsequent default.

20. **Interpretation**. When the context hereof shall so require, singular shall include plural and masculine shall include feminine or neuter and this agreement shall be binding upon the parties hereto, their successors, personal representatives, heirs, and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Time is of the essence of each and every covenant and agreement herein contained. The paragraph headings used herein are for indexing purposes only and shall not be used in interpreting or construing the terms of this Agreement. If any term, covenant, agreement or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, agreement or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, agreement, and condition of this Agreement shall be valid and enforced to the most extent permitted by law.

21. **Counterparts**. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. **Applicable Law.** This Agreement has been entered into and shall be performed and construed in accordance with the laws of the State of Florida. The parties hereto agree that venue for any action arising out of or connected with this Agreement shall be in Taylor County, Florida.

[Signatures commence on next page]

IN WITNESS WHEREOF, Four Rivers and the County have caused this agreement to be executed and delivered as of the day and year first above written.

Witnesses:

FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company

_____
Print Name_____

By:_____
Name:_____
Title:_____

_____
Print Name:_____

Witnesses:

TAYLOR COUNTY,
a political subdivision of the
State of Florida

_____
Print Name_____

By:_____
Name: _____
Title: _____

_____
Print Name:_____

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

August 9, 2024

VIA E-MAIL AND REGULAR MAIL

Mr. Kenneth Dudley
County Engineer
201 East Green Street
Perry, Florida 32347

Re: Canal Dredging Spoil Site Agreement

Dear Kenneth:

Please be advised that I have reviewed the Agreement provided by Four Rivers Land & Timber Company, LLC and make the following comments:

1. Paragraph 8 – Environmental Remediation. Can Four Rivers assure the County that there are no previous hazardous substances on the property, or if there are, to let the County know because the County does not want to clean up previous hazardous substances.

2. Paragraph 10 – Condition of Permitted Area; Release. I have a problem with their term willful misconduct, that is a higher proof than negligence. The County would request the phrase to be used should be "unless such damage or loss results from Four Rivers' negligence."

3. Paragraph 11 – Reimbursement along with paragraph 3 – Restoration. Paragraph 3 provides that the County cannot enter the Permitted Area prior to the commencement Date. Question: How can the County be required to reimburse Four Rivers for damage if the County was not able to inspect the area before they started the use of the area?

4. Paragraph 22 – Applicable Law. The County does not waive it sovereign immunity, but it is subject to the provisions of Chapter 768.28, Florida Statutes. Venue of any litigation as a result of the Agreement shall be exclusively in State Court in and for Taylor County, Florida.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Ms. Salina Grubbs (via e-mail)
Ms. LaWanda Pemberton (via e-mail)

(7)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider waiver of tipping fees at the Aucilla Landfill for the removal of debris related to Hurricane Helene.
MEETING DATE REQUESTED:	October 7, 2024

Statement of Issue: To waive the $5 per ton surcharge incurred on the behalf of Taylor County for debris removal.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Hurricane Hermine has impacted Taylor County citizens with damage to homes and property. The County Administrator is requesting the waiver of the $5 per ton surcharge for debris removal funded by the Florida Department of Transportation. This surcharge is not FEMA reimbursable.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider waiver of storm related permitting fees through the month of October 2024.
MEETING DATE REQUESTED:	October 7, 2024

Statement of Issue: To waive permitting fees for repairs needed due to Hurricane Helene.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Hurricane Hermine has impacted Taylor County citizens with damage to homes and property. The County Administrator has waived permitting fees for electrical and construction repairs related to Hurricane Hermine damage only.

The County Administrator requests Board approval to continue these waivers.

Options:

Attachments:

9

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of Professional Services Agreement Task Order No. 3 with Witt O'Briens, LLC.
MEETING DATE REQUESTED:	10/7/2024

Statement of Issue: To provide contracted services with Taylor County post Hurricane Hermine.

Recommended Action: Approve

Fiscal Impact: **TBD-FEMA reimbursable expenses.**

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Witt O Brien is the contractor who provides public assistance services for Disaster Debris Grant Application, Administration and Management Services.

The Board should approve a task order for the not to exceed amount of $50,000 in order to continue these services post Hurricane Helene.

Options:

Attachments: Task Order

TASK ORDER NO. 03
STATEMENT OF WORK FOR PUBLIC ASSISTANCE SERVICES

This Task Order No. 03, Statement of Work for Hurricane Helene Services ("Task Order") effective as of September 25, 2024, between Taylor County Board of County Commissioners, FL ("Client") and Witt O'Brien's, LLC ("Consultant").

WHEREAS, this Task Order is in support of the Professional Services Agreement for Disaster Debris Monitoring Services and Grant Application, Administration & Management Services ("Agreement"), dated August 28, 2023, and;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): N/A
2. Parties mutually agree to add the following specific scope: Public Assistance Services
3. Parties mutually agree to add the following performance period: N/A
4. Parties mutually agree to add the following not to exceed amount: $ 50,000
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

Taylor County Board of County Commissioners, FL	**Witt O'Brien's, LLC**
Name: LaWanda Pemberton Title: County Administrator	Name: Cheryl Joiner Title: Director Contracts & Compliance

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTION.
MEETING DATE REQUESTED:	OCTOBER 07,2024

Statement of Issue: TO CHANGE THE CERTIFICATES, LICENSES, REGISTRATION, REQUIREMENT TO: VALID FLORIDA DL LICENSE/CLASS B OR, IF A RESIDENT OF GEORGIA, GEORGIA CDL.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: TRACI ROWELL, PERSONNEL MANAGER

Contact: 850-838-3500 EXT. 8

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STAFF RECOMMENDA THAT THE BOARD APPROVE REVISED JOB DESCRIPTION THAT CHANGES THE CERTIFICATES, LICENSES, REGISTRATION, REQUIREMENT TO: VALID FLORIDA DL LICENSE/CLASS B OR, IF A RESIDENT OF GEORGIA, GEORGIA CDL FOR THE RECYCLE TECHNICIAN POSITION (S)

Options: APPROVE/NOT APPROVE

Attachments: AMENDED JOB DESCRIPTION

Taylor County Board of County Commissioners

JOB TITLE: Recycling Technician

EXEMPT (Y/N):	No	UNION (Y/N):	Y
Pay Grade 120	$13.50	WORKERS COMP CODE:	
LOCATION:	Solid Waste Dept.	DEPARTMENT:	Solid Waste/Recycling
EMPLOYEE NAME:		SUPERVISOR:	Solid Waste/Recycling Director
PREPARED BY:	Human Resources (AC)	DATE:	12/28/99
APPROVED BY:	BCC	Edited:	09.28.2023

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

Responsible for the collection, sorting, preparation and processing of recyclable materials for marketing to include old corrugated cardboard, newspaper, office paper, steel and aluminum cans, and plastics.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Collection and disposal of solid waste and recyclables.
- Preparation and processing of recyclable materials for marketing.
- Operating equipment such as bailers, forklifts, front-end loaders, and compactors.
- Providing preventative maintenance as may be required for recycling equipment.
- Maintaining equipment and vehicle logs.
- Maintaining work areas in neat, orderly, and safe manner.
- Following guidelines of worker safety as required.
- ♦ Reporting and/or responding to accidents, unusual incidents, or public complaints as soon as feasibly possible.
- Performance of other job related duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to understand and apply applicable rules, regulations, policies and procedures.
- Ability to follow written and oral instructions.
- Ability to receive public with courtesy.
- Ability to establish and maintain effective working relationships with others.
- Knowledge of solid waste/recycling principles and practices.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties on this job, the employee is regularly required to drive, sit, stand, use hands and fingers, walk, reach, stoop, kneel, and crouch. The employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate.

EDUCATION AND/OR EXPERIENCE:
High School diploma or GED. Preferably one-year experience in recyclable collection, preparation, and disposal.

CERTIFICATES, LICENSES, REGISTRATION:
Valid Florida CDL License/Class B or, if a resident of Georgia, Georgia CDL.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Keaton Beach Mullet Festival Hosted by The American Dream North Florida
MEETING DATE REQUESTED:	10.07.2024

Statement of Issue:

The American Dream of North Florida is excited to announce our intention to revive the Keaton Beach Mullet Festival. We propose Saturday, March 22, 2025, as the date to bring back this beloved community event.

Recommended Action:

We request approval to use Keaton Beach Park as the venue for this event. The festival will feature live music, food trucks, vendors, a mullet toss and the crowning of a Mullet King & Queen. Additionally, we may include a golf cart parade and fishing tournament to enhance the festivities.

Fiscal Impact:

The American Dream North Florida will sponsor the event along with raising funds from other community sponsors.

Possible needs from Taylor County:

- Trash pick up
- Sheriff

Budgeted Expense:

- Banners $300
- Event Insurance $700
- Live Music $1,000
- Advertising $500
- T-shirts $1,500
- Misc. (Paper products, tables, etc.) $500

Total: $4,500.00

Submitted By:

Jessica Howard & Kerri Bowen, The American Dream North Florida

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Mullet Festival was a cherished community event that united the residents of Taylor County. After enduring the challenges of the past few years, including 2 hurricanes and the loss of the mill, we believe bringing back this festival will serve as a positive and uplifting addition to our community.

Options:

We will also arrange for overflow parking at the new Keaton Beach Boat Ramp parking lot, with additional space available at Shawna Beach's 16-acre field on Jody Morgan Rd.

Attachments:

KEATON BEACH

Mullet Festival

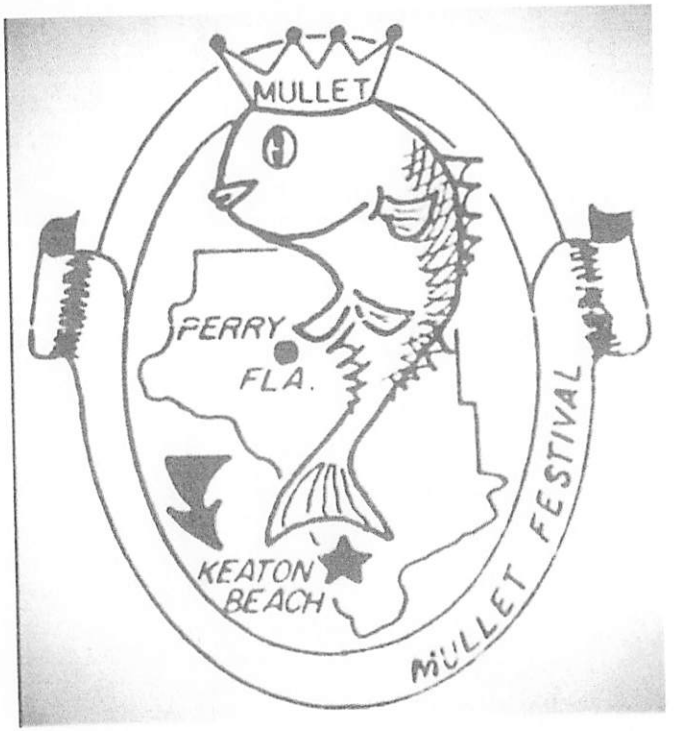
Presented by The American Dream North Florida



Introduction

The Mullet Festival was a cherished community event that united the residents of Taylor County.

After enduring the challenges of the past few years, including 2 hurricanes and the loss of the mill, we believe bringing back this festival will serve as a positive and uplifting addition to our community.



Proposal Details



- Saturday, March 22, 2025
- Free Admission
- Up to 20 vendors, fee of $25

- Live Music
- Mullet King & Queen
- Mullet Toss
- Golf Cart Parade
- Fishing Tournament (tentative)

Sponsors & Finance



- Mullet & Fish Fry donated - Free
- 100 T-shirts, 50 Fishing Shirts
- Banners
- Advertising
- Misc. (Paper products, etc.)

3 Tiers of Sponsors

- Golden Mullet - $500
- Silver Mullet - $250
- Bronze Mullet - $100

Safety Protocols

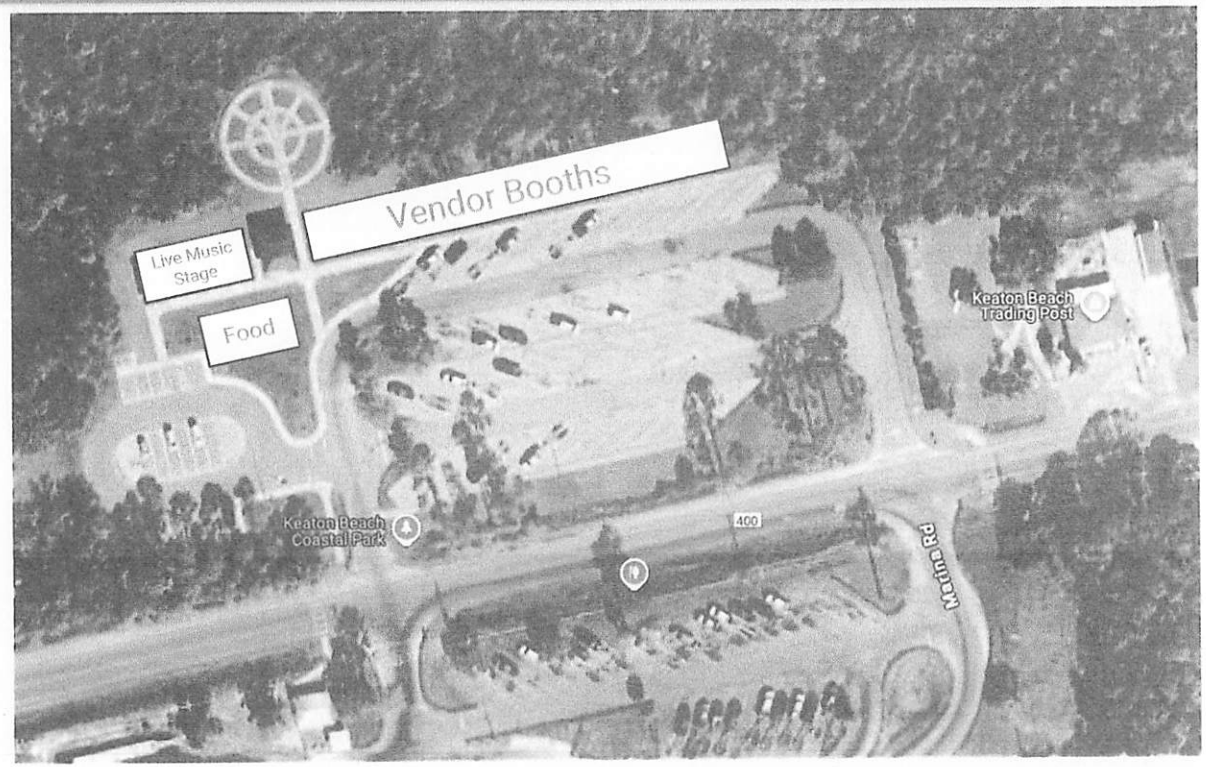


- Event Insurance
- On-Duty Officer
- Trash Pick-up

Parking:

We will also arrange for overflow parking at the new Keaton Beach Boat Ramp parking lot, with additional space available at Shawna Beach's 16-acre field on Jody Morgan Rd.

Map & Layout Photos



Conclusion

We appreciate you taking the time to consider our proposal and look forward to bringing back the Keaton Beach Mullet Festival as a cherished tradition for many years to come!

(13)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Proposal of Recruit Fire Fighter Position and Departmental Educational Assistance Policy
Meeting Date:	10/7/2024

Statement of Issue: Fire Rescue has developed a plan to manage ongoing shortages of certified Fire Fighter/ EMT applicants and is requesting Board approval to move forward.

Recommendation: Approval of the proposed Recruit Fire Fighter Position and the Departmental Educational Assistance Policy.

Fiscal Impact: $ _____ **Budgeted Expense**: Yes ☐ No ☐ N/A ☐

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Fire Rescue has remained short staffed for a significant amount of time and continues to receive few applications for employment. This condition along with current employees leaving to work for larger fire departments has left the department at or near the minimum staffing levels. The proposal would allow the department to hire a non-certified transitional "apprenticeship" type of position, filled by local candidates. The County would pay for the training for certification with an agreement that the employee would guarantee to continue employment once certified and placed into a regular Fire Fighter/ EMT position.

Options: 1. _____

Attachments: 1. Fire Fighter Recruit Job Description, Draft Educational Assistance Policy,

Taylor County Board of County Commissioners
JOB TITLE: Firefighter/EMT Recruit

EXEMPT (Y/N):	No	UNION (Y/N):	
SALARY LEVEL:	$15.00		
LOCATION:	Fire Station	DEPARTMENT:	Fire Department
SUPERVISOR:	Fire Chief		
PREPARED BY:		DATE:	
APPROVED BY:			

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

This is a trainee level position which provides transition into the position of Fire Fighter/EMT. Employees are hired into this position for a probationary period while completing all certifications required for the Fire Fighter/EMT position. Upon completion the employee would be reclassified as a Fire Fighter/EMT. Responsibilities associated with the position will increase as certification are completed.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Attending fire academy for Florida Fire Fighter II certification.
- Attending Emergency Medical Technician course.
- Maintain a valid, Florida Class E driver's license.
- Maintenance of fire station and grounds.
- Inspect and start up all fire fighting and rescue equipment daily, repair/replace as necessary.
- Participate in in-service training and practices.
- Complete and maintain logs, forms, and reports of activities.
- Possess knowledge of water mains, fire hydrants, and major fire hazards.
- Participate in pre-fire planning.
- Possess geographic knowledge of the City and County.
- Ascertain that all medical supplies for BLS patient care are in place on all units before start of shift.
- Must meet proficiency standards.
- Any other reasonable duties deemed necessary by supervisor.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Successfully complete the Taylor County Fire Rescue Candidate Agility Test.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Must have the ability to act and respond quickly in emergencies.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must successfully pass a physical exam.
- Must successfully pass a physical assessment test.
- While performing the duties of this job, employee is required to talk and to hear.
- Required to stand; walk; sit; and use hands and fingers.
- Employee is required to operate various motor vehicles and heavy equipment.
- Often required to lift and/or move heavy items or patients exceeding one's own body weight.
- Sufficient physical strength and agility to perform heavy lifting.
- Often required to work long hours on limited rest.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This position may respond to emergency scenes but operates only at trained level and outside of the IDLH area.

- While performing this job, the employee often works near moving mechanical parts and heavy equipment and vehicles.
- Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- Job requires working in an office environment; outdoor environments in all weather; and can often be in a high stress situation.

EDUCATION AND/OR EXPERIENCE:
Must have graduated from high school or received GED and have progressive responsibilities with a combination of training which provides the required knowledge, skills, and abilities to perform this job.

CERTIFICATES, LICENSES, REGISTRATION:
Certification requirements to be met include those established by Section 633.34, 633.35, Florida Statutes, as relates to initial certifications as a firefighter and certification as an Emergency Medical Technician as prescribed in Florida Statutes, Chapter 401 and Florida Rules 10D-66. Possession of a current Emergency Vehicle Operators Course (EVOC) certification or equivalent is required, as is current valid Florida Class E driver's license.

TAYLOR COUNTY FIRE RESCUE STANDARD OPERATING PROCEDURE		
	Section: 300 TRAINING	
	Subject: Education Assistance	**S.O.P.** 305.00
	Effective:	**Page:** 1 of 2
	Approved By:	
	Forms Required:	

I. Purpose

A. To provide a method of covering the cost of tuition for employees who remain working with Tayor County while simultaneously pursuing education beneficial to the employee and the County.

II. Eligibility

A. Recruit Fire Fighter

1. Anyone hired to the probationary position of a Recruit Fire Fighter that does not already possess the Florida Fire Fighter II and/or Emergency Medical Technician certifications.

B. Paramedic Certification

1. Any Full Time Fire Fighter/ EMT with at least one year of continuous service requesting to obtaining the Florida Paramedic certification.

C. Only the cost of tuition at a school approved by the County is eligible under this program. Any associated costs are the responsibility of the employee.

III. Availability

A. There may be instances where educational assistance cannot be provided due to budgetary constraints. If the request was pre-approved, however, the program will not be canceled.

B. Taylor County reserves the right to place limitations on or temporarily suspend the educational assistance program.

IV. Program

A. All employees hired as Recruit Fire Fighters are preapproved under their position. Any employee requesting Paramedic certification that meets eligibility requirements shall submit a written request to the fire chief a minimum of thirty (30) days prior to an application deadline to allow time for approval and processing.

a. In cases of multiple applications, the first received will be the first awarded, if multiple applications are received simultaneously, they will be awarded by seniority with the department.

B. It will be the responsibility of the employee taking a paramedic certification course to ensure that the class schedule does not conflict with their normal work schedule and while the department will work with the employee any leave days are not guaranteed to be approved. A recruit fire fighter may attend required courses while they are on shift as their position is a training position and is not considered part of the minimum staffing levels until they transition into a full time Fire Fighter /EMT. Recruit fire fighters attending classes during their normal working hours will remain clocked in as normal working hours, however, any time attending classes outside of the normal working hours are the responsibility of the recruit and are not eligible for overtime.

C. Service Obligation:

a. Participants of this program must agree to remain in the employ of the County in their new position for at least one (1) year per $1,000 of tuition paid not to exceed a maximum contract length of three (3) years following certification.

b. Employees who separate from employment for any reason other than disability or reduction in workforce within the time period above shall be required to repay the County for all the tuition benefits received.

i. Repayment shall be for the entire amount paid by the County and will not be prorated or offset by a percentage of time completed.

ii. Repayment to the County may be withheld from any final pay to which the employee may be entitled. If reimbursement exceeds final pay of the employee the employee agrees to pay the remaining balance within 30 days from separation of employment.

iii. The repayment of obligation may be waived based on the recommendation of the Fire Chief and approval of the County Administrator if a separation is due to circumstances beyond the control of the employee.

c. The service obligation is a condition of employment and a newly hired recruit fire fighter shall not have the option to pay out of pocket in lieu of the service obligation.

(19)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve Standard Grant Agreement P25047 with Florida Department of Environmental Protection (FDEP), Florida Recreation Development Assistance Program (FRDAP) in the amount of $124,830 for Southside Park Phase 2.**
MEETING DATE REQUESTED:	**October 7, 2024**

Statement of Issue: Board to review and approve Grant Agreement P25047 Agreement with FDEP for Southside Park Phase 2.

Recommended Action: Board to approve Grant Agreement P25047.

Fiscal Impact: The grant is in the amount of $124,830 with no match required from the County.

Budgeted Expense: The project is included in the County budget and is 100% grant funded.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County approved and submitted grant application to FRDAP requesting funding assistance in the amount of $124,830 for Southside Park Phase 2 which will include: construction of new pickleball courts and associated fencing; adaptive swing for special needs children, picnic area, parking improvements, nature study kiosk, and security lighting. The County will have until April 2027 to complete the project.

Attachments: State of Florida, Department of Environmental Protection Standard Grant Agreement P25047

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Southside Park Phase 2 — Agreement Number: P5047

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Taylor County — Entity Type: Local Government

Grantee Address: 201 East Green Street Perry, FL 32347 — FEID: 59-6000879

(Grantee)

3. Agreement Begin Date: Upon Execution — Security lighting,Nature study kiosk, Signage,Picnic facility. — Date of Expiration: June 30,2027

4. Project Number: P25047 *(If different from Agreement Number)* — Project Location(s): 667 Plantation Road Perry, FL 32348

Project Description: New: Adaptive swing set, Pickleball courts(2), Security lighting,Nature study kiosk, Signage,Picnic facility. Renovation: Playground, Parking, Landcaping

5. Total Amount of Funding: $124,830

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	Line Item No. 1829, GAA, FY24-25	$ 124,830.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☑ Grantee Match	REDI Waiver	$
	Total Amount of Funding + Grantee Match, if any:	$ $124,830.00

6. Department's Grant Manager
Name: La'Datrea Manatee or successor
Address: 3900 Commonwealth Blvd. MS #585 Tallahassee, FL 32399
Phone: 850-245-2366
Email: LaDatrea.Manatee@FloridaDEP.gov

Grantee's Grant Manager
Name: Melody Cox or successor
Address: 201 East Green Street Perry, FL 32347
Phone: 850-838-3500
Email: melody.cox@taylorcountygov.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at [illegible], in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Taylor County **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Jamie English, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [redacted].

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: [redacted].

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

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

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

[illegible]

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: [illegible]).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: [illegible].

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.
The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.
The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Dievelopment at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.
If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5047

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is **Southside Park Phase 2**. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. **Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. **Additional Terms.**

None.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: **Southside Park Phase 2**
Grantee Name: **Taylor County**
FRDAP Project No.: **P25047**
DEP Agreement No.: **P5047**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **667 Plantation Road, Perry, Florida 32348 (Taylor County)** and is considered a "**Large Project**" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$ 124,830.00**
Required Grantee Match Amount:	**$ 0.00**
Total Estimated Project Cost:	**$ 124,830.00**
Match Ratio:	**0%**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	The Grantee may not proceed with development of the Project until Notice to Commence has been issued.		
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **New: Adaptive swing set, Pickleball courts (2), Security lighting, Nature study kiosk, Signage, Picnic facility.** **Renovation: Playground, Parking, Landscaping** **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due **April 30, 2027**, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at [redacted] and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

Telephone: **(850) 245-2118**
Email: [redacted]
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 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 DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [illegible].

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, 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 (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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, Florida Statutes, 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at [illegible] for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at [illegible], State of Florida's website at [illegible], Department of Financial Services' Website at [illegible] and the Auditor General's Website at [illegible].

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), Florida Statutes, 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, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at [illegible]

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
[illegible]

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website ([illegible]) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
[illegible]

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1829 Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	$124,830	14002
				Total Award	$124,830.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at [illegible], or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural [illegible]. The Grantee may **alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:		
Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th
- ☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____ _____
Signature Date

DRP-109 (Effective 05-22-2015)

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

_____ _____

Grantee Project Name and Number

Billing Period:_____ Billing #:_____

DEP Division:_____ DEP Program:_____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____

Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____

Project Financial Officer **Date**

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

September 30, 2024

VIA E-MAIL

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

Re: Grant Agreement for Southside Park Phase 2

Dear LaWanda:

Please be advised that I looked over the above Agreement and I agree with Ms. LaDatrea, that you need to review because it is different from the Grant Agreements that we have been reviewing in the recent past. It has 6 attachments and 2 exhibits.

The Project Description #4, provides what is going to be done by the County.

New: Adaptive swing set, Pickleball courts (2), Security lighting, Nature study kiosk, Signage, Picnic facility

Renovation: Playground, Parking, Landscaping

LaWanda, on page 3 subsection (e), won't the County qualify

i. We are a rural community or rural area of opportunity.
ii. Surely the county can demonstrate current financial hardship
iii. I would think the county would qualify for invoice payments

On page 9, paragraph 23 (c) provides the agreement is governed and construed by the laws of the State of Florida.

Paragraph (d) – Venue Second Circuit Court in and for Leon County, Florida. Each party responsible for their own attorney's fees.

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 (via e-mail)
Ms. Salina Grubbs (via e-mail)

(20)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider approval for letter of support for aerial mosquito spraying.
MEETING DATE REQUESTED:	10/7/2024

Statement of Issue: To request assistance from FDACS for the support of aerial spraying post Hurricane Hermine.

Recommended Action: Approve

Fiscal Impact: Funded by FDACS

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDACS has requested a letter of support of the Board of County Commissioners wishes to support the application of mosquito control pesticide application post Hurricane Hermine.

Options: Approve/not approve

Attachments: Draft letter of support

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

October 7, 2024

Florida Department of Agriculture and
Consumer Services
3125 Conner Blvd, Suite N
Tallahassee, FL 32399-1650

To Whom it May Concern,

Please accept this letter of support for the operation of low-flying aircraft and the application of mosquito control pesticide application as a health, safety and welfare disaster response activity over Taylor County. The County supports the application in a manner that is most protective of people, suggesting that such application occur late at night when people are not outside. Please feel free to contact me if you should have any questions at 850-838-3500.

Sincerely,

Jamie English
Chairperson

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider approval for request for debris removal within public cemeteries.
MEETING DATE REQUESTED:	10/7/2024

Statement of Issue: To grant permission for debris removal within public cemeteries maintained by Taylor County.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: N/A-Hurricane related

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per Taylor County policy 2008-13 routine maintenance is performed within "public" cemeteries. This is defined by policy as mowing and any request for maintenance beyond mowing is to be approved by the Board of County Commissioners.

The County Administrator is requesting permission to task the Debris Management contractor and monitoring contractor to remove hazardous trees, limbs and stumps within public cemeteries. The costs will be submitted to FEMA for reimbursement. The County Administrator has discussed the current policy with the grants consultant and the monitoring contractor and they concur that the Board should consider approval of the debris removal, per policy.

Options: Approve/not approve

Attachments: County policy 2008-13

Taylor County
Board of County Commissioners' Policy Manual

6.04

Policy #:	Title:	Effective Date:
2008-13	Public Cemetery Maintenance	11/03/08

PURPOSE

Establish guidelines for maintenance of public cemeteries and church cemeteries open to the public.

REFERENCE

Laws of the State of Florida, Chapter 67-2131, 1-3 Special Legislative Act

POLICY

The County may perform minor maintenance on Church cemeteries open to the public. This maintenance is to be limited to periodic grass mowing. Routing mowing will only be accomplished by contractual services, inmate labor or County employees designated and budgeted to perform this service. The frequency of mowing will be based upon the level of service established by the Board of County Commissioners. Any request for work beyond routine mowing must be made to the Board of County Commissioners at a regularly scheduled Board meeting by a representative of the specific public cemetery governing board and approved by a majority vote of the Board of County Commissioners. The mowing will be done consistently with an established revolving cycle basis and this cycle will not be broken unless approved by the County Administrator.

Each cemetery maintained by the County must have a cemetery governing board and the board must enter into a written agreement under which it is understood that as a public cemetery it is open for use by the community at large (a private cemetery is used only by a small segment of the community and family). In order to have the County perform maintenance using public funds the cemetery governing board must certify that the cemetery is a public cemetery and that all members of the public upon request have the right to be interred at the cemetery regardless of race, creed or religious affiliation.

RESPONSIBLE DEPARTMENT

Public Works

Sunset Date: None

ADDITIONS/CHANGES TO THE AGENDA

October 7, 2024

REMOVE

PUBLIC REQUESTS:

16. REPRESENTATIVES FROM THE AMERICAN DREAM NORTH FLORIDA TO DISCUSS REQUESTS FOR THE KEATON BEACH MULLET FESTIVAL.

ADD

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16-A. JOHN LOUK, EMERGENCY MANAGEMENT DIRECTOR TO PROVIDE AN UPDATE ON HURRICANE HELENE RECOVERY.

16-B. THE BOARD TO CONSIDER APPROVAL OF LOCAL STATE OF EMERGENCY (LSE) FOR HURRICANE MILTON AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

20-B. THE BOARD TO DISCUSS THE USE OF BLUE SPRINGS ROLL OFF SITE AS AGENDAED BY THE COUNTY ADMINISTRATOR.