SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

NOVEMBER 6, 2017
6:00 P.M.

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

REGULAR MEETING

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 AGENDA ITEM.

1. Prayer

2. Pledge of Allegiance

3. Approval of Agenda

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.

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

6. THE BOARD TO CONSIDER APPROVAL OF COUNTY OFFICIAL BOND FOR COMMISSIONER MOODY.

7. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR STATE HOUSING INITIATIVE PROGRAM (SHIP), PROGRAM ADMINISTRATIVE SERVICES, WITH GOVERNMENT SERVICES GROUP (GSG), AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF CERTIFICATE OF EXPENDITURE REPORT TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, VOLUNTEER FIRE SERVICE, VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.

9. THE BOARD TO CONSIDER APPROVAL OF NOTICE TO PROCEED WITH SHINE & COMPANY FOR THE STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT, AS AGENDAED BY THE GRANTS DIRECTOR.

10. THE BOARD TO CONSIDER APPROVAL OF A GRANT CONTRACT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (DACS) FOR MOSQUITO CONTROL FUNDING, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

11. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS AND ADVERTISEMENT FOR RIVER ENTRANCE LIGHTS MAINTENANCE SERVICES, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

BIDS/PUBLIC HEARINGS:

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PETE CAUCCI ROAD CLOSING, LOCATED IN THE STEINHATCHEE SUBDIVISION.

13. THE BOARD TO RECEIVE BIDS FOR ROAD STRIPING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

14. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF THE STEINHATCHEE BOAT RAMP RESTROOM, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS:

15. JACK SMITH, FLORIDA FOREST SERVICE, TO APPEAR TO PRESENT THE ANNUAL REPORT ON COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS.

16. LANDOWNERS IN FAVOR OF OBTAINING A 50 FOOT RIGHT-OF-WAY, FROM LOT 1 TO LOT 76 ON THE NORTH SIDE OF BEACH ROAD, AND LOT 433 TO LOT 385 ON THE SOUTH SIDE OF BEACH ROAD, TO APPEAR TO ADDRESS THE BOARD.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16-A. THE CLERK TO DISCUSS ESCHEATMENT TAX DEEDS TO THE COUNTY.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER REQUEST TO APPROVE BUDGET AMENDMENT FOR $8,350 FOR REPAIRS TO THE HVAC IN THE COURTHOUSE, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

18. THE BOARD TO CONSIDER REQUEST TO APPROVE A ONE (1) YEAR EXTENSION TO THE ROADSIDE MOWING CONTRACT, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.

19. THE BOARD TO CONSIDER APPROVAL OF A LEASE AGREEMENT FOR PURCHASE OF A NEW FIRE TRUCK, ADOPTION OF RESOLUTION AUTHORIZING LEASE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

20. THE BOARD TO CONSIDER APPROVAL OF CONTRACT WITH LANDFALL STRATEGIES, LLC FOR DISASTER DEBRIS MONITORING SERVICES, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

21. THE BOARD TO CONSIDER APPROVAL OF STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBGRANT AGREEMENT, AS AGENDAED BY THE GRANTS DIRECTOR.

22. THE BOARD TO CONSIDER APPROVAL OF INVITATION TO BID AND FOUR (4) PROPOSED RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP) RECIPIENTS AND THE WORK WRITE UPS ON THEIR HOMES, AS AGENDAED BY THE GRANTS DIRECTOR.

23. THE BOARD TO CONSIDER APPROVAL OF GRANT PRE-APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA), REQUESTING FUNDING ASSISTANCE FOR THE REPLACEMENT OF AIRFIELD ELECTRICAL INFRASTRUCTURE AT THE PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

24. THE BOARD TO CONSIDER BID AWARD FOR THE AIRPORT CONSULTING FIRM CONTRACT TO AVCON, INC., AS AGENDAED BY THE GRANTS DIRECTOR.

25. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY MULTI YEAR IMPLEMENTATION PLAN (MYIP) FOR SUBMISSION TO THE DEPARTMENT OF TREASURY, AFTER THE 45 DAY PUBLIC REVIEW PROCESS, FOR ELIGIBILITY FOR RESTORE ACT FUNDS, AS AGENDAED BY THE GRANTS DIRECTOR.

26. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR LAND RELEASE AND SUPPORT DOCUMENTS TO THE FEDERAL AVIATION ADMINISTRATION (FAA), TO RESOLVE PERRY-FOLEY AIRPORT PROPERTY OWNERSHIP ISSUES, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

27. COMMISSIONER RUSSELL TO DISCUSS RIGHT-OF-WAY ON DEAN ROAD.

28. THE BOARD TO CONSIDER APPROVAL OF AMENDED NON-AD VALOREM ASSESSMENT FOR DEERWOOD-AT-THE-BEACHES SUBDIVISION, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.

COUNTY ATTORNEY:

29. THE COUNTY ATTORNEY TO DISCUSS LETTER RECEIVED FROM RHETT BULLARD, DIXIE COUNTY ATTORNEY, REGARDING ESTABLISHING MOORING AREAS FOR BOATS IN THE TAYLOR/DIXIE COUNTY AREA.

COUNTY ADMINISTRATOR ITEMS:

30. THE BOARD TO CONSIDER APPROVAL OF REVISED PURCHASING POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

31. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RENEW LEASE WITH FIRST BAPTIST CHURCH OF PERRY FOR THE USE OF FOREST CAPITAL HALL FOR THE UPWARDS SPORT PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

32. THE BOARD TO RECEIVE STATUS LETTER FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

33. THE BOARD TO CONSIDER APPROVAL OF A BONUS FOR COUNTY EMPLOYEES, AS AGENDAED BY THE COUNTY ADMINISTRATOR

34. THE BOARD TO CONSIDER APPROVAL OF CHANGE ORDERS SUBMITTED BY MICHAEL LYNN, INC. FOR THE SUPERVISOR OF ELECTIONS BUILDING RENOVATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR

35. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 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.

R E S O L U T I O N

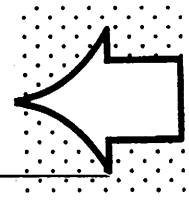
(5)

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

Amount	**Account**	**Account Name**
Revenue:		
$144,731	001-3899010	Cash Carry Forward
Expenditures:		
$124,750	0123-53401	Contractual Services
$ 19,981	0123-53401	Contractual Services
$144,731	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of November, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Supervisor of Elections Building - not included in 2018 budget)

SUNGARD PENTAMATION, INC.
DATE: 11/01/2017
TIME: 11:20:51

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='0123' and expledgr.account='53401'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0123 - CNTY ELECTION(BLDG/EQUIP)

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-510-513-0123-0123 - CNTY ELECTION(BLDG/EQUIP)									
53401 CONTRACTUAL SERVICES					.00	.00	.00	BEGINNING BALANCE	
10/01/16	11-1				108,100.00			POSTED FROM BUDGET SYSTEM	
03/31/17	25-6		20170134		-200.00			ELECTION BUILD ADVERT	
05/19/17	25-8		20170180		197,000.00			CONTRACTUAL SERVICES	
08/01/17	17-11	20171834-01		5091 CLEMONS RUTHERFO			30,000.00	PROFESSIONAL SERVICES FOR	
08/07/17	21-11	20171834-01	56447	5091 CLEMONS RUTHERFO		10,018.75	-10,018.75	PROFESSIONAL SERVICES FOR	
08/15/17	17-11	20171924-01		004482 MICHAEL LYNN, IN			274,750.00	INTERIOR RENOVATION OF SU	
09/05/17	21-12	20171924-01	56687	004482 MICHAEL LYNN, IN		25,000.00	-25,000.00	INTERIOR RENOVATION OF SU	
10/02/17	21-12	20171924-01	56878	004482 MICHAEL LYNN, IN		25,000.00	-25,000.00	INTERIOR RENOVATION OF SU	
10/17/17	21-13	20171924-01	56964	004482 MICHAEL LYNN, IN		100,000.00	-100,000.00	INTERIOR RENOVATION OF SU	
TOTAL CONTRACTUAL SERVICES					304,900.00	160,018.75	144,731.25		150.00
TOTAL TOTL/DEPT - CNTY ELECTION(BLDG/EQUIP)					304,900.00	160,018.75	144,731.25		150.00
TOTAL FUND - GENERAL FUND					304,900.00	160,018.75	144,731.25		150.00
TOTAL REPORT					304,900.00	160,018.75	144,731.25		150.00

Amount that was expected to expend before new fiscal year, but not. Need to CF remaining amount not budgeted in the 2018 FY Budget.

DWelch
11/1/17

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

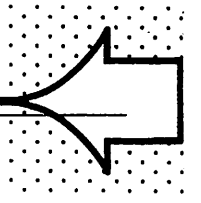
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

Amount	**Account**	**Account Name**
Revenue:		
$106,930	001-3899010	Cash Carry Forward
Expenditures:		
$106,930	0498-56300	Capital / Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of November, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman



(Shady Grove Community Center - not included in 2018 budget)

Dannielle Welch

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Thursday, October 19, 2017 8:21 AM
To: Dannielle Welch
Subject: Shady Grove Community Center budget

Good morning,

The BOCC approved the bid from Michael Lynn for the construction of the Shady Grove Community Center at the cost of $307,200. I believe the budget was set at approximately $200,000, the BOCC approved the balance of funding needed to complete the project to come from General Fund-Reserve for Capital.

Please advise what you need from me... should I amend my budget request for the project ?

THANKS !

LaWanda Pemberton
Assistant County Administrator
Taylor County Board of County Commissioners
201 E Green Street, Perry, FL 32347
850-838-3500 Ext 7

SUNGARD PENTAMATION, INC.
DATE: 11/01/2017
TIME: 10:45:19

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: expledgr.key_orgn='0498'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0498 - SHADY GROVE COMMUNITY CTR

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-570-572-0498-0498 - SHADY GROVE COMMUNITY CTR									
53101 PROFESSIONAL SERVICES					.00	.00	.00	BEGINNING BALANCE	
10/01/16	11-1				12,000.00			POSTED FROM BUDGET SYSTEM	
10/10/16	17-1	20170060-01		004482 MICHAEL LYNN, IN			4,890.00	PROJECT CONCEPT, DRAFTING	
01/03/17	21-4	20170060-01	55127	004482 MICHAEL LYNN, IN		1,200.00	-1,200.00	PROJECT CONCEPT, DRAFTING	
07/18/17	21-10	20170060-01	56347	004482 MICHAEL LYNN, IN		3,690.00	-3,690.00	PROJECT CONCEPT, DRAFTING	
09/25/17	25-12		20170483		-200.00			PROFESSIONAL SERVICES	
TOTAL PROFESSIONAL SERVICES					11,800.00	4,890.00	.00		6,910.00
54902 LEGAL ADVERTISING					.00	.00	.00	BEGINNING BALANCE	
09/25/17	11-12				.00				
09/25/17	25-12		20170483		200.00			LEGAL ADVERTISING	
10/02/17	21-12		56886	000124 PERRY NEWSPAPERS		180.01	.00	S.G.COMM CNTR 8/11&18	
TOTAL LEGAL ADVERTISING					200.00	180.01	.00		19.99
56300 CAPITAL/INFRASTRUCTURE					.00	.00	.00	BEGINNING BALANCE	
10/01/16	11-1				200,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL/INFRASTRUCTURE					200,000.00	.00	.00		200,000.00
TOTAL TOTL/DEPT - SHADY GROVE COMMUNITY CTR					212,000.00	5,070.01	.00		206,929.99
TOTAL FUND - GENERAL FUND					212,000.00	5,070.01	.00		206,929.99
TOTAL REPORT					212,000.00	5,070.01	.00		206,929.99

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

only expended $5,070.01 - already have 100,000 budgeted in CF $ - need to amend CF to show the additional 106,930

SUNGARD PENTAMATION, INC.
DATE: 11/01/2017
TIME: 10:46:01

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: expledgr.key_orgn='0498'
ACCOUNTING PERIODS: 1/18 THRU 2/18

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0498 - SHADY GROVE COMMUNITY CTR

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-570-572-0498-0498 - SHADY GROVE COMMUNITY CTR									
53101 PROFESSIONAL SERVICES					.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL PROFESSIONAL SERVICES					.00	.00	.00		.00
56300 CAPITAL/INFRASTRUCTURE					.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				100,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL CAPITAL/INFRASTRUCTURE					100,000.00	.00	.00		100,000.00
TOTAL TOTL/DEPT - SHADY GROVE COMMUNITY CTR					100,000.00	.00	.00		100,000.00
TOTAL FUND - GENERAL FUND					100,000.00	.00	.00		100,000.00
TOTAL REPORT					100,000.00	.00	.00		100,000.00

only budgeted $ 100,000 for FY 17/18 -

Bid approval: 307,200
Current Budget(CF): (100,000)
207,200
CF amendment (106,930) *
BCC approved - Reserve 100,270 (will transfer)

DW Weller 11/1/17

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

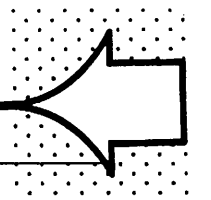
R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2018.

Amount	**Account**	**Account Name**
Revenue:		
$46,834	107-3899010	Cash Carry Forward (MSTU)
Expenditures:		
$46,834	0204-56300	Capital Outlay-Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of November, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(represents grant funds remaining at FYE2017 not projected in the 2018 budget)

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: expledgr.key_orgn='0204'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 107 - MSTU FUND
FD/DEPT - 0204 - GP GRNT-FF TRAIN.FACILITY

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
107-520-522-0204-0204 - GP GRNT-FF TRAIN.FACILITY									
56300	CAPITAL/INFRASTRUCTURE				.00	.00	.00	BEGINNING BALANCE	
11/07/16	13-2				36,000.00			CF 2016FYE FUNDS	
11/15/16	11-2				.00				
06/28/17	17-9	20171645-01		6454 PEARSONS READY M			1,854.00	CONCRETE - PER YARD	
07/06/17	18-10	20171645-01		6454 PEARSONS READY M			51.50	CHANGE ORDER - 1	
07/18/17	21-10	20171645-01	56360	6454 PEARSONS READY M		927.00	-927.00	CONCRETE - PER YARD	
07/18/17	21-10	20171645-01	56360	6454 PEARSONS READY M		978.50	-978.50	CONCRETE - PER YARD	
07/19/17	25-10		20170300		12,739.65			FIRE TOWER	
07/26/17	17-10	20171783-01		7226 A-LERT CONSTRUCT			38,009.35	GENERAL CONSTRUCTION (AS	
07/26/17	17-10	20171783-02		7226 A-LERT CONSTRUCT			8,824.80	6' PERIMETER FENCING (AS	
07/26/17	21-13	20171783-01		7226 A-LERT CONSTRUCT		.00	-38,009.35	GENERAL CONSTRUCTION (AS	
07/26/17	21-13	20171783-02		7226 A-LERT CONSTRUCT		.00	-8,824.80	6' PERIMETER FENCING (AS	
TOTAL	CAPITAL/INFRASTRUCTURE				48,739.65	1,905.50	.00		46,834.15
TOTAL TOTL/DEPT - GP GRNT-FF TRAIN.FACILITY					48,739.65	1,905.50	.00		46,834.15
TOTAL FUND - MSTU FUND					48,739.65	1,905.50	.00		46,834.15
TOTAL REPORT					48,739.65	1,905.50	.00		46,834.15

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2018.

Amount	**Account**	**Account Name**
Revenue:		
$ 550	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		County Fire-
$ 421	0192-51400	Overtime
$ 33	0192-52110	Fica/Medicare
$ 96	0192-52200	Retirement
$ 550	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of November, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

SIGN HERE

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

{Reimbursements received by the BCC for Taylor County Fire Rescue staffing provided at the Pudding Creek Mud Bog 10/27-10/28}

COPY

INVOICE

Taylor County Fire Rescue

501 Industrial Park Dr.
Perry, FL 32348
[Phone] 850-838-3522 [Fax] 850-838-3524

INVOICE NO. 11117
DATE 11/1/17
CUSTOMER P.O.

TO

John Knight
Pudding Creek Mud Bog

Remit Payment to

Taylor County B.O.C.C.
Attn: Finance
P.O. Box 620
Perry, FL 32348

JOB

Fire Stand By - Pudding Creek Mud Bog

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
1 Fire Fighter (08:00-19:00) 10/27/2017	11.00	$25.00	$275.00
1 Fire Fighter (08:00-19:00) 10/28/2017	11.00	$25.00	$275.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		TOTAL DUE	$550.00

Received
$ 550 cash
11/1/2017
DWelch

These funds are payment for a Fire Dept. standby at the pudding creek mud bog.

They should go into 0192;

51400 (Overtime)	$421
52100 (FICA)	$33
52200 (Retirement)	$96
Total	$550

Dan Cassel

(6)

Bond No. 98-BR-C076-4

StateFarm

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **James E Moody** (*Principal*) of **5960**

Potts Still Rd	**Perry**	**Florida**	**32348**
Street Address	*City*	*State*	*zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **Taylor County, Florida. Taylor County Board of County Commissioners**

in the penal sum of **two thousand** Dollars

($ **2,000.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **18th** day of **October**, **2017**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **County Commissioners, Taylor County Board of County Commissioners, Taylor County, Florida** for a term of **four years** beginning on **October 18, 2017** and ending on **November 30 , 2018**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

Licensed Resident Agent

James E. Moody
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this _____ day of _____, 2017.

(7)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Contract For State Housing Initiative Partnership (SHIP) Program Administration Services with Government Services Group, Inc. (GSG).
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to review and approve a one (1) year contract with GSG for the administration of the SHIP program with includes inspection and project management services.**

Recommended Action: **Approve one year contract with GSG.**

Fiscal Impact: **The GSG fees are paid for 100% with SHIP and/or other grants funds.**

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County advertised and received RFQ's July 18, 2017 for the administration of the CDBG housing rehabilitation program and the contract was awarded to GSG. The RFQ included the possible administration of the SHIP Program. GSG currently administers the SHIP program however, their contract expires November 16, 2017. Grants staff has been very pleased with GSG and their administration of the SHIP Program on behalf of Taylor County. The proposed contract is for one (1) year with the possibility of two additional one year extensions. Two SHIP housing rehabilitation projects are underway at this time and the County is currently advertising and receiving SHIP applications and is in the process of qualifying applicants.**

Attachments: **Contract For State Housing Initiative Partnership (SHIP) Program Administrative Services with GSG and support documents.**

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

TAYLOR COUNTY, FLORIDA
CONTRACT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
PROGRAM ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into this_____ of _____, 2017, by and between the Taylor County Board of County Commissioners (hereinafter the Owner) and Government Services Group, Inc., (hereinafter GSG).

WHEREAS, the Owner has solicited for competitive proposals for "Program Administration Services for the Community Development Block Grant(s) and Related Programs which includes the SHIP Program and selected GSG to perform Program Administration Services for the OWNER's SHIP program: and

WHEREAS, the Owner now desires to retain GSG to provide SHIP program administration and inspection services and GSG desires to provide those services for the Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the Owner and GSG agree as follows:

A Covenant for Services

The Owner does hereby contract with GSG to perform the services described herein and GSG does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Scope of Services

(1) Intent of this Contract

GSG agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to obtain funding, implement and complete the Owner's SHIP projects in compliance with applicable laws and regulations.

(2) Scope of Services - SHIP Program Administration and Inspection Services

- Review and update required local policies
- Design, streamline and manage the application process for eligible applicants
- Resolve any public inquiries with regard to available funding and SHIP eligibility criteria

- Process applications and determine eligibility of applicants In accordance with SHIP guidelines and program parameters, Chapter 67-37, Florida Administrative Code, and the County's LHAP.
- Establish and maintain the appropriate files in accordance with SHIP guidelines
- Work with lenders, realtors and other funders to facilitate homebuyer closings
- Review all documentation to ensure that there are no over-statements of fees or closing terms
- Issue the appropriate notices and correspondences to applicants at various increments within the transactional process
- Work with the County Finance Department to coordinate the disbursement of funds for closing
- Prepare the appropriate real estate documents (mortgage, note and/or restrictive covenants) to secure the County's portion of the financial transaction
- Ensure that homebuyer's take the appropriate homebuyer education course as required under the SHIP regulations
- Work with lenders to secure the closing documents that should be made part of the homebuyer files
- Assist the contractors and homeowners with executing the necessary program documents to secure interest in the property and rehabilitation work
- Conduct Pre-construction Conference
- Conduct an inspection of the property to determine the extent of the rehabilitation
- Draft work-write-ups and manage the contractor bid process
- Conduct periodic progress inspections of the rehabilitation work being done
- Process any requests for payments and draw-downs
- Provide written inspection report to the homeowners and the contractor
- Conduct Advisory Committee meetings as required
- Review leveraging opportunities/other possible source of financing
- Gather all relevant local data and support documentation
- Representation during site visits and monitorings
- Maintain project account records
- Develop and track budget for project contract
- Oversight of project schedule and compliance
- Coordination with agencies and contracts, as necessary
- Oversight of citizen complaint process
- Develop and process amendments, as needed
- Review change orders and amendments for compliance, as needed
- Provide regular project status reports to Commission
- Monitor all project activity to ensure compliance
- Provide all other necessary technical assistance
- Review final change order, pay request, and construction documents
- Balance final project budget for state annual reporting
- Prepare documents for administrative/financial close out

If the Grant Award Agreement between the Owner and the funding agency is amended or if the funding agency's program rules change, the scope of services for the project shall be amended to be consistent with that Agreement and program rules.

C. Consideration and Method of Payment for Services

(1) Amount of Consideration

For the professional services to be provided in accordance with this contract, GSG will be compensated as follows:

SHIP Program Administration and Inspection Services - The Owner will pay GSG the sum of $10,500 for Administration Services and $24,500 for Project Delivery Services. The fees are based upon available SHIP funds totaling $350,000. If additional SHIP funds are and/or become available the fees will be adjusted accordingly. The Owner shall issue the fee amount, in equal monthly payments, to GSG over a period of twelve (12) months. If the project is completed In less than 12 months, the balance of the Administration and Project Delivery fees will be paid to GSG after completion and submission of the Closeout Status Report to the Owner.

(2) Method of Payments

GSG will submit a monthly invoice, which will reflect the equal monthly payment amount due. The invoice shall be submitted to the Owner for review and approval. Payment will be made in accordance with the Florida Prompt Payment Act.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates Identified in Attachment C of this Contract.

D. Subcontracts

(1) If GSG subcontracts any of the work required under this Contract, GSG agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the Owner.

(2) GSG agrees to include in the subcontract that the subcontractor shall Indemnify and Hold Harmless the Owner and GSG from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

E. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GSG will not be amended without mutual agreement of the Owner and GSG, formally executed in writing, subject to availability of funds. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision of this Contract, whether or not similar, unless otherwise expressly provided.

F. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mall, return receipt requested or other nationally recognized courier services, such as Federal Express or UPS) of Intent to Terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the Owner for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified In F. (1) above.

(3) If termination for default is effected by the Owner, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GSG at the time of termination may be adjusted to cover any additional costs to the Owner because of GSG's default.

For any termination, the equitable adjustment shall provide for payment to GSG for services rendered and expenses incurred, as approved by the Owner, prior to receipt of the notice of Intent to Terminate. For any termination for convenience pursuant to paragraph (2) above, GSG shall also be entitled to termination settlement costs reasonably incurred by GSG relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, GSG shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Owner all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GSG in performing this Contract, whether completed or in process, and fully cooperate with the Owner to effectuate a transition of services.

(5) Upon termination, the Owner may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of GSG to fulfill contractual obligations, it is determined that GSG had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

G. Remedies

Unless otherwise provided in this Contract, all other matters in question between the Owner and GSG, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Taylor County, Florida.

H. Liability

(1) GSG shall be responsible for all damages to persons or property that occur as a result of GSG's fault or negligence in connection with work performed under the provisions of this Contract, and GSG shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the Owner. Throughout the term of this Contract, GSG shall maintain insurance In the following minimum amounts: $1,000,000 of Professional Liability Insurance, $2,000,000 of General Liability Insurance, $1,000,000 of Automobile Liability Insurance and $100,000 per accident of Workers Compensation and Employers' Liability Insurance. Documentation regarding insurance will be made available upon request.

(2) GSG shall indemnify and save harmless the Owner, its agents, officers, and employees from any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by the Owner from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or act of GSG, its agents, servants, or employees in the performance of this Contract.

I. Energy Efficiency

GSG shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

J. Project Representatives

The Owner's Project Manager for this Contract is:

Melody Cox, Grants Director
401 Industrial Park Drive
Perry, FL 32348

GSG's Project Grants Manager is:

James F. Moseley, Senior Consultant
P.O. Box 357995
Gainesville, FL 32635

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

K. Term

The term of this Contract shall be from November 1, 2017 through October 31, 2018. At the County's option, this Contract may be extended for two (2) additional one (1) year terms or any other extension agreed to by the parties.

L. Eligibility

GSG certifies that it is eligible to receive state and federally funded contracts. GSG also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

M. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, GSG shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of Interest

N. Federal Statutory Requirements

When applicable, GSG and the Owner shall comply with the provisions contained in Attachment A and incorporated herein.

0. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

(1) Attachment A, "Section 3 and Affirmative Action Plan", consisting of three (3) pages.

(2) Attachment B, "Florida Single Audit Act" Requirements, consisting of seven (7) pages.

(3) Attachment C, "Fee Schedule", consisting of one (1) page.

(4) Attachment D, "Sworn Statement on Public Entity Crimes", consisting of two (2) pages.

P. Miscellaneous Provisions

(1) As per Rule 67-37.019(11), FAC and as the administrator of State and/or Federal grant funds on behalf of Taylor County and as a sub-recipient of State and/or Federal grant funds, Government Services Group, Inc. (GSG) understands and agrees to compliance with the audit requirements and standards of the Florida Single Audit Act (FSAA), Section 215.97 Florida Statutes, and OMB Circular A-133 (if applicable). GSG understands and agrees to comply with all requirements and standards outlined in Attachment B.

(2) GSG shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the Owner.

(3) GSG is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the Owner. All persons engaged in the services provided herein shall at all times, and in all places, be subject to GSG's sole discretion, supervision, and control. GSG does not have the power or authority to bind the Owner in any promise, agreement or representation other than as specifically provided for herein.

(4) The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

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

GOVERNMENT SERVICES GROUP, INC.

By: _____

Name and Title: Robert Sheets, CEO

Attest: _____

TAYLOR COUNTY

By: _____

Name and Title: Pam Feagle, Chair

Attest: _____

Name and Title: Annie Mae Murphy, Clerk of Courts

ATTACHMENT A

Federal Provisions – Section 3 and Affirmative Action Plan

1. Equal Employment Opportunity

During the performance of this Contract, GOVERNMENT SERVICES GROUP, INC. agrees as follows:

a. GOVERNMENT SERVICES GROUP, INC. will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. GOVERNMENT SERVICES GROUP, INC. will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. GOVERNMENT SERVICES GROUP, INC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by TAYLOR COUNTY BOARD OF COMMISSIONERS setting forth the provisions of this non-discrimination clause.

b. GOVERNMENT SERVICES GROUP, INC. will, in all solicitation or advertisements for employees placed by or on behalf of GOVERNMENT SERVICES GROUP, INC., state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. GOVERNMENT SERVICES GROUP, INC. will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. GOVERNMENT SERVICES GROUP, INC. will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. GOVERNMENT SERVICES GROUP, INC. will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by TAYLOR COUNTY BOARD OF COMMISSIONERS and the State of Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of GOVERNMENT SERVICES GROUP, INC.'s non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and GOVERNMENT SERVICES GROUP, INC. may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. GOVERNMENT SERVICES GROUP, INC., will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. GOVERNMENT SERVICES GROUP, INC. will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event GOVERNMENT SERVICES GROUP, INC. becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the TAYLOR COUNTY BOARD OF COMMISSIONERS, GOVERNMENT SERVICES GROUP, INC. may request the United States to enter into such litigation to protect the interests of the United States.

h. GSG will utilize the HUD, Florida lists of minority businesses, and the County's Disadvantaged Business Enterprise (DBE) list in filling subcontracting and/or purchasing needs.

i. GSG is under no contractual or other disability, which would prevent compliance with this policy.

2. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and

agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. GOVERNMENT SERVICES GROUP, INC. will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. GOVERNMENT SERVICES GROUP, INC. will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. GOVERNMENT SERVICES GROUP, INC. will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. Access and Retention to Records

GOVERNMENT SERVICES GROUP, INC. shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by Taylor County Board of Commissioners to assure proper accounting for project funds, both federal and nonfederal shares. These records will be available audit purposes to TAYLOR COUNTY BOARD OF COMMISSIONERS or any authorized representative, and shall be retained for six (6) years after the final closeout of the agreement between TAYLOR COUNTY BOARD OF COMMISSIONERS and the Florida Department of Economic Opportunity, Community Development Block Grant Agreement.

ATTACHMENT B

Florida Single Audit Acts Requirements

The administration of resources awarded by Florida Housing Finance Corporation for the State Housing Initiative Partnership (SHIP) Program to Taylor County Board of Commissioners **(the recipient)** may be subject to audits and/or monitoring by the Florida Housing Finance Corporation, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Florida Housing Finance Corporation staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Florida Housing Finance Corporation. In the event Florida Housing Finance Corporation determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Florida Housing Finance Corporation staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Florida Housing Finance Corporation 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 Florida Housing Finance Corporation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB

Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Compliance information may be found at www.floridahousing.org, and in the SHIP Program Manual under Section 9 – SHIP FSAA Information. Compliance information may also be found in Section 215.97, Florida Statutes-Florida Single Audit Act.

(NOTE: The State awarding agency should address other miscellaneous matters affecting Part I audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

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 $500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation 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 Florida Housing Finance Corporation, 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 $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or 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 $500,000 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Compliance information for program recipients is available at www.floridahousing.org, in the SHIP Program Manual - Section 9 SHIP FSAA Information, and Section 219.57, Florida Statutes- Florida Single Audit Act.

(NOTE: The State awarding agency should address other miscellaneous matters affecting Part II audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART III: OTHER AUDIT REQUIREMENTS

Florida Housing Finance Corporation audit requirements for the SHIP Program can be found at www.floridahousing.org and in the SHIP Program Manual.

(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 OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Florida Housing Finance Corporation at each of the following addresses:

      Florida Housing Finance Corporation
      227 N. Bronough Street
      Ste. 5000
      Tallahassee, FL 32301-1329
      850-488-4197
      www.floridahousing.org

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to Florida Housing Finance Corporation for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following (*If the State awarding entity, pursuant to Section .320(f), OMB Circular A-133,wants a copy of the reporting package described in Section .320(c) and/or a management letter, the State awarding agency should replace the above language with the following language*) Pursuant to Section .320 (f), OMB

Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Florida Housing Finance Corporation at each of the following addresses:

Florida Housing Finance Corporation
227 N. Bronough Street
Ste. 5000
Tallahassee, FL 32301-1329
www.floridahousing.org

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

A. The Florida Housing Finance Corporation at each of the following addresses:

Florida Housing Finance Corporation
227 N. Bronough Street
Ste. 5000
Tallahassee, FL 32301-1329
www.floridahousing.org

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. (*The State awarding agency should use the following language, if applicable*) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Florida Housing Finance Corporation at each of the following addresses:

227 N. Bronough Street, Ste. 5000, Tallahassee, FL 32301-1329

5. Any reports, management letter, or other information required to be submitted to Florida Housing Finance Corporation pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to Florida Housing Finance Corporation for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years s from the date the audit report is issued, and shall allow Florida Housing Finance Corporation, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Florida Housing Finance Corporation, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by Florida Housing Finance Corporation. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES 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 Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - $ (*amount*)

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

NOTE: If 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:
List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - $ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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, Florida Statutes.

State Project: **Florida Housing Finance Corporation – State Housing Initiative Partnership Program $350,000**

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

Florida Housing Finance Corporation compliance requirements can be found at www.floridahousing.org and in the SHIP Program Manual.

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by Florida Housing Finance Corporation 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 amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT C

FEE SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

Description	
Senior Vice President	$175.00 per hour
Project Manager	$150.00 per hour
Consultant/Project Coordinator	$150.00 per hour
Financial Services Manager	$150.00 per hour
Construction Manager	$100.00 per hour
Construction Inspector	$ 80.00 per hour
Accounting Support	$ 50.00 per hour

ATTACHMENT D

SWORN STATEMENT UNDER
SECTION 287.133(3)(a), Florida Statutes, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **Taylor County, Florida** by **Robert Sheets, CEO of Government Services Group, Inc.** whose business address **1500 Mahan Drive, Suite 250, Tallahassee, FL 32308,** and its Federal Employer Identification No. (FEIN) is **59-3419105.**

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Robert Sheets
CEO

Sworn to and subscribed before me this _____ day of _____ 2017.

Personally known _____

_____
or Produced Identification

_____
Notary Public - State of Florida

_____
(Type of Identification)

My commission expires _____

_____
(Printed, typed or stamped
commissioned name of notary public)

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

Taylor County Request For Proposals (RFP)
Program Administration Services
FFY 2016 Community Development Block Grant(s) and Related Programs

Taylor County requests proposals from individuals or firms to provide administrative services for grant/loan funded projects for community and economic development. The County anticipates receiving a grant in the amount of $750,000 from the Florida Small Cities Community Development Block Grant (CDBG) housing rehabilitation program. The County may also be interested in applying for other CDBG grants in the future, including but not limited to: Economic Development, Neighborhood Revitalization, or Disaster Recovery as appropriate for the County's needs. Proposers may submit for all or one or more categories separately. Similarly, additional services may be included in separate contract(s) for services on an ongoing basis (up to three years) to be covered by other grant, loan or traditional funding sources at the discretion of the County BOCC. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not limited to: SHIP, FEMA, FDEM, USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or public sources.

The project(s) for which services are requested, and for which CDBG and other public program funds shall be utilized, maybe generally described as follows: housing rehabilitation activities and/or public works and development facilities that provide community and economic development within the County and primarily benefit low-to-moderate income citizens of the County. Specific needs may include, but not be limited to, housing rehabilitation, storm water facilities, drinking water, sanitary sewer, improvements to transportation and roads, and other public services facilities, infrastructure, and/or capital facility improvements needed for community and economic development within the County.

Program Administration Services shall include, but not be limited to: Reviewing and developing necessary policies and procedures, grant application preparation and development, program planning, budget and schedule development, application development, conducting environmental review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and managing

program funds in compliance with program guidelines, developing required public record systems, housing rehabilitation work write-ups, housing inspections, participating in construction pre-bid and pre-construction meetings, general inspection for infrastructure construction, Davis-Bacon record-keeping requirements, URA compliance, Florida Building Code compliance, advising and managing any required technical services. Program Administration Services shall also include: Identifying needs, researching options for funding, formulating appropriate funding solutions, and developing grant-loan leveraging strategies.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including 2 CFR 200. The selection process shall be open to the public and records maintained in accordance with CDBG or other applicable grant or funding requirements, local standards, and the Florida Sunshine Amendment.

Although proposers may submit separately for each category, contingent upon successful ranking of proposals and negotiation of contracts, nothing shall preclude the County from selecting a single, qualified firm to provide all services for all categories. All services selected will be contracted separately.

Proposals for the requested service (Program Administration) shall be evaluated using the following criteria:

15 points Profile:	Scoring will emphasize management, organization, history, and variety & level of local government services.
15 points Staff:	Scoring will emphasize expertise, specific project, Examples including CDBG, and variety of professional backgrounds, certifications, and skills.
25 points Experience:	Scoring will emphasize direct program experience and success with a variety of programs including CDBG.
10 points Regulatory Compliance Experience:	Scoring will emphasize detailed experience the respondent has meeting 2 CFR 200 requirements and standards, Florida Single Audit Act requirements, Florida Building Codes, and all applicable federal and state reporting and compliance standards.
15 points Approach and Leveraging Strategy:	Scoring will emphasize project approach and proven leveraging strategies implemented and/or managed by the team for local government clients including CDBG.
10 points References:	Scoring will emphasize quality of references.
5 points Fees:	Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees.
5 points MBE/WBE/DBE:	Scoring will award points for Certified MBE/WBE businesses. Documentation regarding Certification must be submitted with the proposal.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor County is an Equal Opportunity Employer MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, Taylor County enforces open and fair competition in its RFP's. Taylor County strictly enforces following procurement procedures as per 2 CFR 200 standards, CDBG guidelines, and local procurement and employee and elected officials ethics policies as approved by Taylor County Board of Commissioners. The County also enforces open and fair competition. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity. A public entity crimes statement is required.

During the RFP process, questions or requests for additional information concerning this RFP shall be directed to Melody Cox or Jami Boothby at (850)838-3553 or at melody.cox@taylorcountygov.com.

The County reserves the right to request clarification of any information submitted by proposers. The Commission, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Respondents shall submit one (1) original and five (5) copies of their proposal in sealed packages and marked clearly: "SEALED PROPOSAL FOR GRANT SERVICES", no later than 4:00 p.m. on Friday, July 14, 2017 to Taylor County Clerk of Courts, 108 N. Jefferson Street, P.O. Box 620 Perry, Florida 32348. The company name and address of the firm submitting proposals MUST be clearly marked on the outside of the sealed proposal envelope. Proposals will be opened at 6:00 P.M. on Tuesday, July 18, 2017, at the Board of County Commissioners meeting in the Commission Board Room, located at 201 E. Green Street, Perry, Florida 32347.

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

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

8

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve the Certificate of Expenditure Report to Florida Department of Agriculture and Consumer Services, Florida Forest Service, Volunteer Fire Assistance Grant Program.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to approve the Certificate of Expenditure Report to Florida Forest Service to close out a Volunteer Fire Assistance Grant in the amount of $9,507.50 to purchase bunker gear. All funds have been expended.**

Recommended Action: **Board to approve the Certificate of Expenditure Report .**

Fiscal Impact: **The County expended all funds awarded.**

Budgeted Expense: **Not applicable. The grant funds and match funds were expended in FY 2016-2017.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County was awarded funding assistance to purchase bunker gear, gloves and helmets.**

Attachments: **Certificate of Expenditure and support documentation.**

Florida Department of Agriculture and Consumer Services
Florida Forest Service

ADAM H. PUTNAM
COMMISSIONER

CERTIFICATE OF EXPENDITURE

This will certify that all funds received by:

Taylor County Board of Commissioners
(Name of Entity)

under the Year 20 17 Volunteer Fire Assistance Federal Cost-share program were spent in accordance with the Grant application, as amended, and as approved by the Florida Department of Agriculture and Consumer Services, Florida Forest Service.

This I attest, under penalties of perjury:

Pam Feagle	Board Chairman
(Printed Name)	**(Title)**

(Signature)

STATE OF FLORIDA
COUNTY OF_____

Sworn before me on this _____day of_____, 20___

_____ personally appeared before me, whom I personally know.

_____
NOTARY PUBLIC **(Seal)**

DACS-11485 REV. 3/06

ADAM H. PUTNAM
COMMISIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

LEGAL NAME: Taylor County Board of Commissioners	FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County): County
ADDRESS: 201 E. Green Street	IF COUNTY, LIST VFD'S BENEFITING FROM GRANT: Shady Grove (North) and Keaton Beach (South)
CITY: Perry	
STATE: Florida / ZIP: 32347	
COUNTY: Taylor / COUNTY #:	
EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000879	

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES ☐ NO ☒ IF YES, NAME OF TOWN:	WHAT IS THE FIRE DEPARTMENT ISO RATING? 9
POPULATION OF TOWN:	IS FIRE DEPARTMENT NIMS COMPLIANT? YES ☒ NO ☐
PROTECTED AREA: EST. POPULATION: 8,000 SIZE: (SQ. MILES) 650	CURRENT COOPERATIVE AGREEMENT WITH FFS? YES ☒ NO ☐
	DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 18-35
	NAME OF FIRE DEPARTMENT: City of Perry

NUMBER OF FIREFIGHTERS: PAID: 13 VOLUNTEERS: 20	HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES ☒ NO ☐
NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 101 OTHER: 521	IF YES, WHERE? FL Division of Forestry
NO. OF FIREFIGHTERS CERTIFIED AS:	AMOUNT: $ 4,033.00
WILDLAND FIREFIGHTER I 1 WILDLAND FIREFIGHTER II 32	LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: $ 28,562.00

LIST OF FIREFIGHTING VEHICLES:

TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Brush Truck	Ford 550/2005	120	300
Engine	Ford 550/2001	1250	1000
Engine	Chevy C60/1986	1000	1000
Engine	Ford 550/1999	1250	1000

ESTIMATED GRANT FUNDING REQUEST:	
FEDERAL	$4,753.75
APPLICANT	$4,753.75
COUNTY	$
TOTAL	$9,507.50

(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)

LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:

NUMBER	DESCRIPTION	AMOUNT
	See attached list (Bunker Gear, gloves, helmets) (x5)	
		$9,507.50

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

Type Name of Authorized Representative	Title	Telephone Number: (850) 838-3553
Pam Feagle	Chairperson	FAX: (850) 838-3501
Signature of Authorized Representative	Date Signed and Submitted	Email:
	2/6/17	melody.cox@taylorcountygov.com

DACS-11484 REV. 3/06

2017 APPROVED FEDERAL COST SHARE

05 Taylor

Taylor County Board of Commissioners

	AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
	$9,508	$4,754.00	5 each	Bunker Gear, Gloves, Helmets
FIRE DEPT. TOTAL	$9,508	$4,754.00		

BOARD OF COUNTY COMMISSIONERS VENDOR NO. 6880 CHECK NO. 56877

Account		Purchase Order	Invoice Number	Amount	Description
0195	55201	20171772	IN1151992	425.00	FIRE GLOVE SIZE MED
0195	55201	20171772	IN1152614	1,425.00	BUNKER BOOT SIZE 11EE
0195	55201	20171772	IN1153323	1,270.00	HONEYWELL EVI TRADITI
0195	55201	20171772	IN1154454	270.00	LEATHER HELMET FRONT
0195	55201	20171772	IN1157359	7,018.80	BUNKER COAT
0192	56400	20171905	IN1162667	3,691.00	EL6013 SHOULDER STRAP

6880 MUNICIPAL EMERGENCY SVCS.,INC. - FL

CHECK DATE 10/02/17 CHECK NO. 56877

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

CITIZENS STATE BANK
PERRY, FL 32348 63-650/631 AMOUNT $***14,099.80*

VOID AFTER 180 DAYS
GENERAL FUND

PAY THE SUM OF *****14099* DOLLARS AND *80* CENTS

TO THE ORDER OF
MUNICIPAL EMERGENCY SVCS.,INC. - FL
MES DEPOSITORY ACCOUNT
75 REMITTANCE DRIVE, SUITE 3135
CHICAGO IL 60675

** NON-NEGOTIABLE **
CHAIR

** NON-NEGOTIABLE **
CLERK

** NON-NEGOTIABLE **



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

MUNICIPAL EMERGENCY SVCS.,INC. - FL
MES DEPOSITORY ACCOUNT
75 REMITTANCE DRIVE, SUITE 3135
CHICAGO IL 60675

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to approve Notice To Proceed with Shine & Company, Inc. for the Steinhatchee River Bridge Lighting Project.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to approve the Notice To Proceed with Shine & Company for the Steinhatchee River Bridge Lighting Project.**

Recommended Action: **Approve Notice To Proceed**

Fiscal Impact: **The project is 100% funded with a donation from the Frank Jackson family. The design and engineering fees were also funded by the Jackson family.**

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

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Board executed the contract with Shine & Company for the Steinhatchee River Bridge Lighting Project at the October 17, 2017 meeting. The lighting project is to be completed by March 27, 2018. Frank Jackson has donated all of the funds required for any expenditures associated with the Steinhatchee River Bridge lighting project. The Jackson family will continue to donate funds to the Steinhatchee Projects Board for the utility fees and ongoing maintenance of the lighting. The Jackson family has indicated if there is any vandalism to the lighting they would also be willing to fund the installation of a security system on the bridge.**

ATTACHMENTS: **Notice To Proceed**

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE TO PROCEED

TO: **Shine and Company, Inc.**
25687 W. US Hwy 27
High Springs, Florida 32643

Date: October 23, 2017

PROJECT: STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT
STEINHATCHEE, TAYLOR COUNTY, FLORIDA

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2017, on or before November 7, 2017 (NTP) and you are to substantially complete the WORK within **120 calendar days** from NTP, on March 7, 2018. Final completion of all WORK will be within **140 calendar days** from NTP. The date of completion of all WORK is therefore March 27, 2018.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by the Taylor County Board of County Commissioners, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of $500.00 for each calendar day of delay that actual completion extends beyond the time limit specified until reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledge copy of this **NOTICE TO PROCEED** to the **OWNER:**
Taylor County Board of County Commissioners, 201 East Green Street, Perry, FL 32347

Taylor County Board of County Commissioners
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Shine and Company, Inc.
Company Name

This the ____ day of _____, 20___

_____
Signature

_____
Type of Print Name

Title: _____

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of a contract with The Florida Department of Agriculture and Consumer Services for Mosquito Control grant funds.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: The grant contract with Florida Department of Agriculture and Consumer Services is for $32,467.64 and partially funds the County Mosquito Control department.

Recommended Action: Approve contract

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Gary Wambolt, Environmental Services Director

Contact: 850-838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Contract

FDACS CONTRACT

024787

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into this____day of_____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and TAYLOR COUNTY MOSQUITO CONTROL, the RECIPIENT.

CONTRACT PERIOD: October 1, 2017 to September 30, 2018

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:
Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

DELIVERABLES: The RECIPIENT must provide the following quantifiable, measureable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than July 15, 2018 as part of the application/re-application process for state aid for fiscal year 2018-2019. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.
B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than September 30, 2018. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.

C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report" for State Funds (FDACS-13650, Rev. 07/13).
E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report" for Local funds (FDACS-13663, Rev. 07/13).
G. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month.
H. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.
I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

Intellectual property is subject to the following provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this

contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.

B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

C. In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

D. The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the RECIPIENT as follows:
An amount not to exceed $32,467.64 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a RECIPIENT due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the RECIPIENT to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

The RECIPIENT must:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract terms and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost,

to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contactor 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 records stored electronically must be provided to the public agency, upon requires from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT. Contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase □□□tracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

A. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

B. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

Subject to the requirements of section 216.347, Florida Statutes, a state agency, a water management district or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch or a state agency.

There are uniform state audit requirements for state financial assistance provided by state agencies to nonstate entities to carry out state projects in accordance with and subject to requirements of section 215.97, Florida Statutes, which may be applicable to and binding upon RECIPIENT. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

A. In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such RECIPIENT, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

B. Audits conducted pursuant to section 215.97, Florida Statutes, shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, do not exempt a nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial

assistance to such nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

D. If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If the nonstate entity does not meet the threshold requiring the state single audit, such nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. 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 provision of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the RECIPIENT's resources obtained from other than state entities).

E. Each state awarding agency shall:

(1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.

(2) Require the RECIPIENT, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

(3) Notify the RECIPIENT that section 215.97, Florida Statutes, does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority

of any state agency Inspector General, the Auditor General, or any other state official.

(4) Be provided by RECIPIENT one copy of each financial reporting package prepared in accordance with the requirements of section 215.97, Florida Statutes. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of section 215.97, Florida Statutes. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

(a) The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

G. The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request.

The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

H. The RECIPIENT shall be required to ensure expenditures of state financial assistance 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.

I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be

deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

The RECIPIENT is informed that 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The RECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

The RECIPIENT will comply with section 20.055, Florida Statutes.

Any changes to the AGREEMENT require the written approval of each party's authorized official.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any division or bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

Special Conditions: See attachment N/A

The Contract Manager for the DEPARTMENT is Stacey Dallis Reese, Agricultural Environmental Services, Office of the Director, Contract Section, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399.

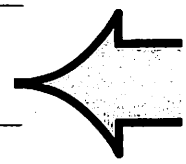
The Contract Manager for the RECIPIENT is Cheryl White, Director, 3750 Highway 98 West, Perry, Florida 32347.

State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, CSFA: 42.003, $32,467.64.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
JB.H	
Signature	Signature
Director of Administration	
Title	Title
10/11/17	
Date	Date



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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Approve the bidding package to contract Taylor County River Entrance Light System Maintenance Services and its advertisement**
Meeting Date:	November 6, 2017

Statement of Issue: Approve the bidding package to contract Taylor County River Entrance Light System Maintenance Services. These entrances are the Fenholloway River, the Econfina River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems. Approve the immediate advertisement of the bid process.

Recommendation: **Approve Bidding package and its advertisement.**

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

Submitted By: UF Taylor County Extension

Contact: Clay Olson or Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: After Taylor County river lights entrance platforms repairs were performed, some users have complained about the operability of the light systems. Maintenance for the light systems of the 4 rivers entrances had been performed in the past but the contract Ended and a new contract for these services must be issued. The bidding package for the contract for the Taylor County River Entrance Light Systems Maintenance in 4 rivers was Prepared according to the BOCC regulations and it needs to be approved as well as its public advertisement.

Options:

1. Approve the bidding package to contract Taylor County River Entrance Light System Maintenance Services and its immediate advertisement.
2. Deny approval

Attachments:

1. Bidding package, attachments, contract model, and advertisement.

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **"Sealed bids for 'TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES'** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on Friday**, December 8, 2017. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **6:00 PM December 12, 2017** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

For additional information and bid package contact
Victor Blanco
Taylor County and University of Florida Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu

BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

For Information ONLY you may also contact:
Clay Olson, County Extension Director
203 Forest Park Drive
Perry FL 32348
(850)838-3508
cbolson@ufl.edu

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Victor Blanco, Extension Agent, Taylor County Extension Office, 203 Forest Park Drive, Perry, FL 32348 Telephone (850) 838-3508 or victorblancomar@ufl.edu. Documents may also be obtained from www.taylorcountygov.com.

2. Hand deliveries and mailed Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, Friday, December 8, 2017.**

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **Sealed bid for Taylor County River Entrance Light System Maintenance Services.**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be opened and respondents will be announced on **December 12, 2017 at 6:00 PM** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32348.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability, Workmen's Compensation Insurance (including Long Shoreman's), and must include a Certificate of Insurance showing $1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

Victor Blanco
County Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu

or

Clay Olson
County Extension Director
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
cbolson@ufl.edu

GPS Coordinates: Mouth of Rivers for Taylor County FL River Entrance Light Project:

Spring Warrior Creek Light Platform
N 29' 54.552
W 83' 41.252

Fenholloway River Light Platform
N 29' 58.596
W 83' 47.278

Aucilla River Light Platform
N30 04.846
W083 59.546
Note: River Entrance Light is off to side in a salt marsh area, not in the actual channel.

Econfina River Light Platform
Mouth- N30'02.173 / W83'55.686
Marker- N30'02.117 / W83'55.799

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include :
   - The list of previous work/experience and/or references letters of similar works as this bid.
   - The amount the bidder will charge to maintain light system operations and basic parts replacement of navigational light system at the platforms entrance of 4 rivers in Taylor County Florida.

   These entrances are the Fenholloway River, the Econfina River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light system, as well as a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are parts of this Contract in connection with the following

"TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES"

The navigational light systems and river entrance platforms can be inspected weekdays by appointment by contacting Victor Blanco at 850-838-3508 or at victorblancomar@ufl.edu. Inspection costs and logistics are borne by the contractor.

The successful bidder is required to meet the following **General Requirements for ALL 4 lighting systems:**

1) Navigational light systems shall be maintained on a quarterly basis; basic repairs/parts replacement must be performed as necessary.

The successful bidder is required to meet the following **Specific Requirements, listed by each River Navigational Light system:**

Required Work:

1. Regular maintenance include bulb light operation testing, bulb replacement, wire checkup, cleaning of all light system, including solar panels, battery charge testing, securing and cleaning battery connections and all other maintenance actions required for the proper operation of the light system. Light bulbs, batteries, wiring, and all other light system components described in **Attachement A** are contractors responsibility, Attachment A is the outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline. To specify, the navigational light system is supported by a platform structure and deck, based on attached drawings.

2. Basic repairs or parts replacement as part of maintenance procedures of the current light system, including light, battery, solar panel or any other component of the system, following the specifications (**Attachment A**) included in this document.

3. Repairs costs of navigational lights system in case of severe storm damage at the platforms will be bid separately.

4. Reports must be sent quarterly listing and describing inspection, maintenance and/or repairs actions by each river entrance and all supporting documents and pictures. Report must be submitted with the county invoice for contractor invoice payment.

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

PROJECT IDENTIFICATION:
TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to maintain navigational light systems at the entrance of four (4) rivers in Taylor County Florida and to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

   (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

   (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

(f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner. The Terms of this contract will be for **three (3) years**, from **December 12, 2017** to **September 30, 2020**, based on quarterly inspections.

4. BIDDER agrees to the following Scope of Work schedule:

   December 12, 2017 to September 30, 2020 – Bidder perform maintenance and basic repair actions of navigational light systems at the Fenholloway, Econfina, Aucilla and Spring Warrior Creek River sites on a quarterly basis. Maintenance and repairs to navigational light systems will be performed on all four (4) platforms as needed.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.

6. Communications concerning this Bid shall be addressed to:

   Victor Blanco
   University of Florida / Taylor County Marine and Natural Resources Agent
   203 Forest Park Dr.
   Perry, FL. 32348-6340
   Phone: 850-838-3508 Ext. 305 or victorblancomar@ufl.edu

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on _____,20____

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNESHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____

A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)
Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification To Do Business Is:_____

BID CHECKLIST

Check Items Included:

_____ 1. Required proposal/bid information referenced above.

_____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.

3. Declaration Page from Workmen's Compensation Insurance (including Long Shoreman's).

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED).**

CHECKLIST MUST BE INCLUDED WITH THE BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____

   for _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____

and

   (if applicable) its Federal Employer Identification Number (FEIN) is _____
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement: _____.

3. My name is_____and my relationship to the

   entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" incudes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives,
partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,_____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

_____ day of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____(Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

Taylor County River Entrance Light Systems Maintenance Services

Taylor County River Entrance Light Systems Maintenance Services Contract: The intent of this contract is to secure all labor and equipment required to maintain and/or basic repairs of navigational light systems at the entrance of four (4) rivers in Taylor County Florida. These entrances are the Fenholloway River, the Econfina River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light platform, as well as a total cost to perform maintenance and/or repair to all four (4) navigational light systems.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 20___

WITNESS: _____

STATE OF _____

COUNTY OF _____

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 20_____.

_____

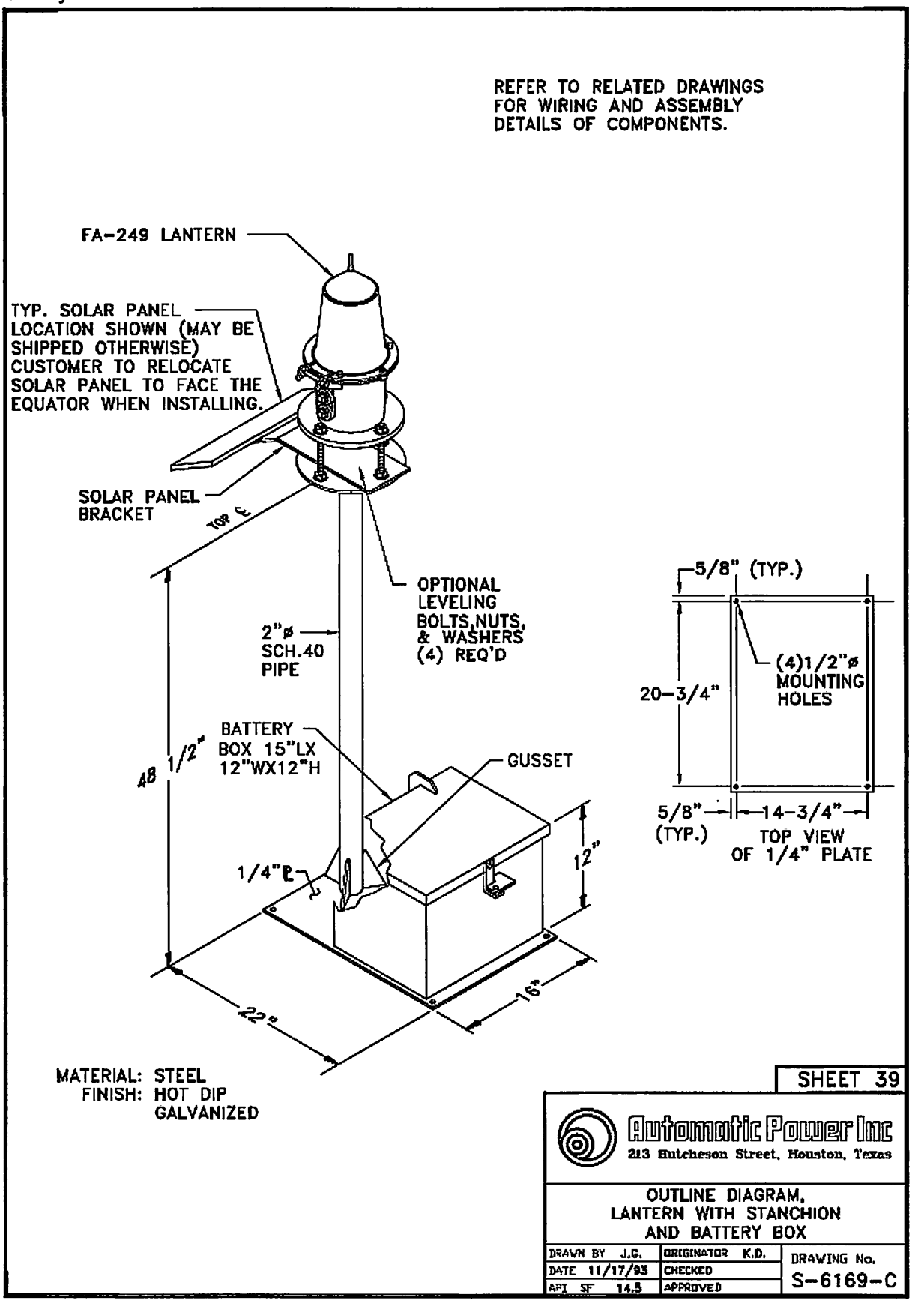
NOTARY PUBLIC

My Commission Expires:_____

Accepted by Taylor County, Florida this _____ day of _____, 20_____

By _____.

Attachment A: Outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline.



Pharos Marine Automatic Power

Global Quality, Global Solutions



CLASS C SINGLE LIFT ASSEMBLY

The Pharos Marine Automatic Power Class "C" single lift assembly Aids to Navigation package is a rugged compact unit designed for applications requiring a single lantern without a fog signal. It meets or exceeds U.S. Coast Guard requirements for Class "C" Aids to Navigation as specified in 33CFR sub-part 67. This aluminum self contained unit contains a solar power system with battery and battery box. The solar array can be positioned in the field to assure it faces due south.



Features

- FA-249LED lantern with 155 mm clear, red, green, yellow, or blue acrylic lens
- 15+1 special programmable position (AM-8 LED Flasher/Controller Unit)
- 255+1 special programmable position (AM-6 LED Flasher/Controller Unit)
- Extremely high flux LEDs mounted on a STABRITE LED array system, driven by specially designed electronics
- LED array available in 1X6, 1X4, 1x8, 3X4 configurations
- Life expectancy in excess of 60,000 hours
- Optional Uniflash®-series GPS wireless synchronizing system, terminal strips, etc.
- Software programmable: photocell, low voltage disconnect, special flash rhythm, specialized current settings and solar charge control voltage setting
- Ability to accommodate an external photocell
- Optional remote monitoring
- High-efficiency TracSwitcher current controls; 82% of the battery current reaches the LED array on flash; 6 mA idle current between flashes
- Optional 365 day timer (AM-6)

CORPORATE HEADQUARTERS & MANUFACTURING OPERATIONS
Houston, TX
Phone: +1-713-228-5208
Fax: +1-713-228-3717
sales@automaticpower.com

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Fax: +1-985-223-8710
rleblanc@automaticpower.com

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Pete Dolan
Phone: +1-415-382-6296
Fax: +1-415-382-6299
pdolan@automaticpower.com

PMAPI EAST COAST
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Mark Schweiger
Phone: +1-832-763-0445
Fax: +1-512-870-9375
mschweiger@automaticpower.com

INTERNATIONAL LOCATIONS

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Fax: +65-6746-0478
sales@pharos-api.com

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Phone: +44-20-8538 1100
Fax: +44-20-8577 4170
sales@pharosmarine.com

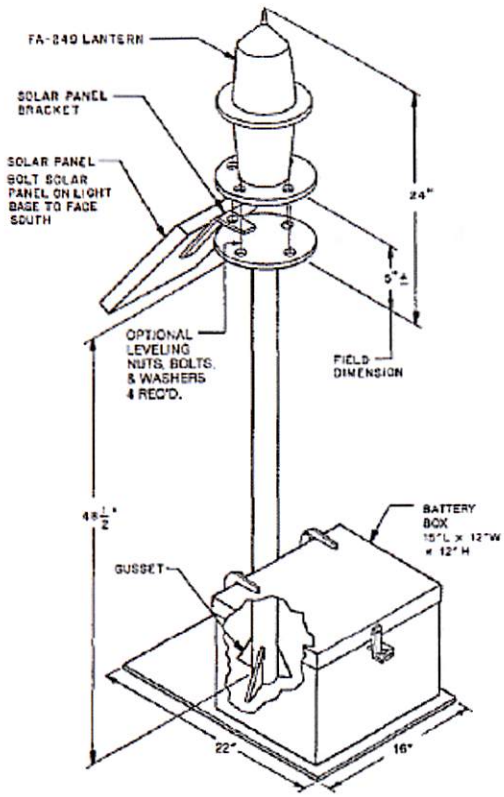
SIMS SYSTEMS LTD
Great Yarmouth, UK
Phone: +44-1493 659271
Fax: +44-1493 601882
uksales@sims-systems.com

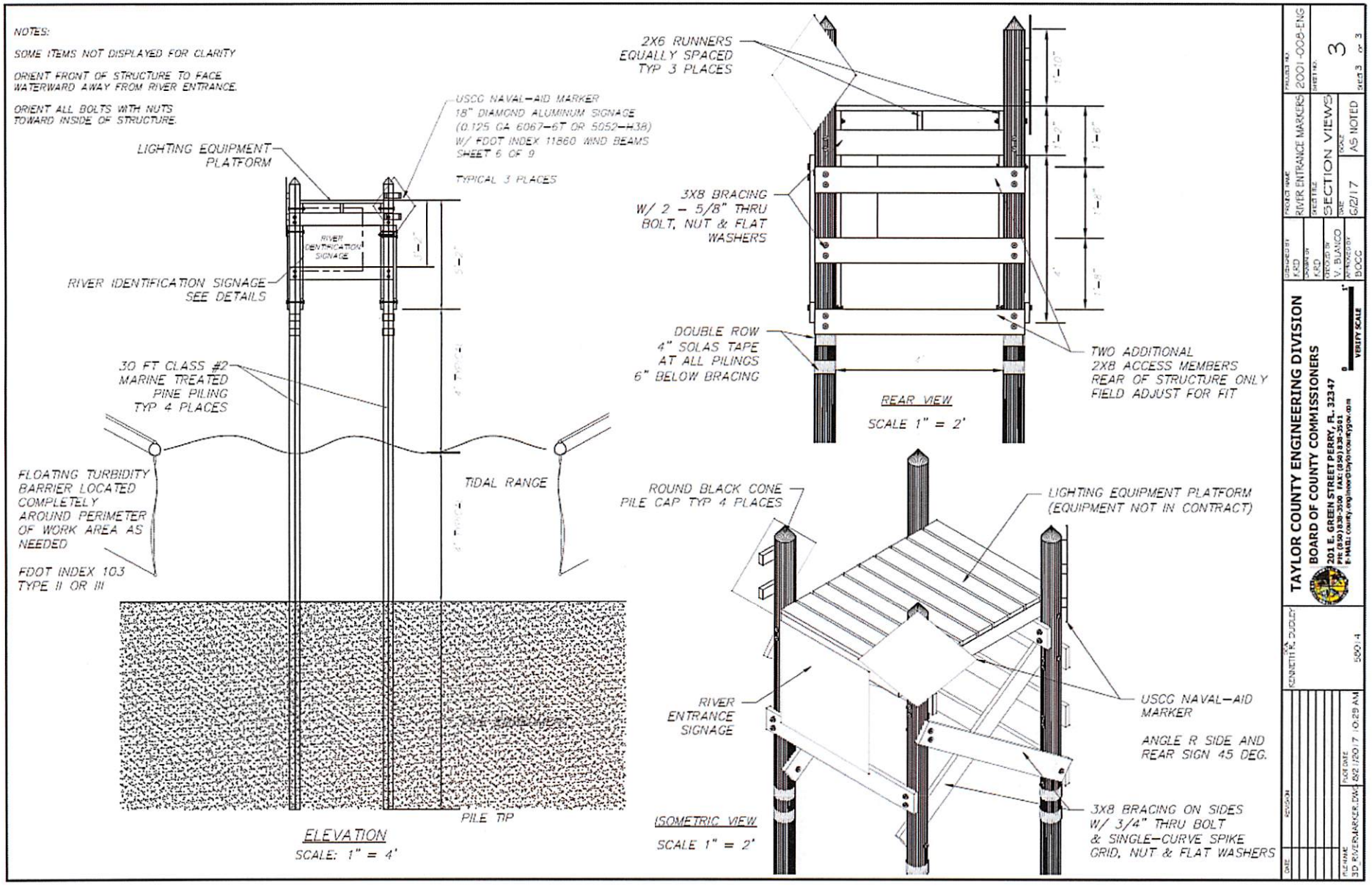
www.automaticpower.com

SPECIFICATIONS

Height:	1,841.5 mm (72 ½")
Weight:	
Galvanized Steel:	69 kg (153 lbs.)
Aluminum:	54 kg (120 lbs.)
Solar Array:	Site Determined
Battery:	30 Day Capacity for Lantern
Power Consumption:	Maximum Average Power of 5.5W
Visibility:	1-3 NM
Vertical Divergence:	Varies by Configuration
Monitor and Control:	Optional
Synchronization:	Uniflash®-Series GPS Synchronizing (Optional)
Lantern Housing:	Molded Lexan® Lens Ring and Base
Operating Temperature:	-20°C to + 55°C
Ingress Rating:	IP-56
Certificates:	**Lantern FM Approved**
	NI/I/2/DC/T6 Ta = 55°C/T5 Ta = 70°C/T4A Ta = 85°C
	NI/I/2/IIC/T6 Ta = 55°C/T5 Ta = 70°C/T4 Ta = 85°C

*Specifications subject to change without notice.




NOTES:
SOME ITEMS NOT DISPLAYED FOR CLARITY
ORIENT FRONT OF STRUCTURE TO FACE WATERWARD AWAY FROM RIVER ENTRANCE.
ORIENT ALL BOLTS WITH NUTS TOWARD INSIDE OF STRUCTURE.
LIGHTING EQUIPMENT PLATFORM
USCG NAVAL-AID MARKER
18" DIAMOND ALUMINUM SIGNAGE
(0.125 GA 6067-6T OR 5052-H38)
W/ FDOT INDEX 11860 WIND BEAMS
SHEET 6 OF 9
TYPICAL 3 PLACES
RIVER IDENTIFICATION SIGNAGE
RIVER IDENTIFICATION SIGNAGE SEE DETAILS
30 FT CLASS #2 MARINE TREATED PINE PILING TYP 4 PLACES
FLOATING TURBIDITY BARRIER LOCATED COMPLETELY AROUND PERIMETER OF WORK AREA AS NEEDED
FDOT INDEX 103 TYPE II OR III
TIDAL RANGE
PILE TIP
ELEVATION
SCALE: 1" = 4'
2X6 RUNNERS EQUALLY SPACED TYP 3 PLACES
3X8 BRACING W/ 2 - 5/8" THRU BOLT, NUT & FLAT WASHERS
DOUBLE ROW 4" SOLAS TAPE AT ALL PILINGS 6" BELOW BRACING
TWO ADDITIONAL 2X8 ACCESS MEMBERS REAR OF STRUCTURE ONLY FIELD ADJUST FOR FIT
REAR VIEW
SCALE 1" = 2'
ROUND BLACK CONE PILE CAP TYP 4 PLACES
LIGHTING EQUIPMENT PLATFORM (EQUIPMENT NOT IN CONTRACT)
RIVER ENTRANCE SIGNAGE
USCG NAVAL-AID MARKER
ANGLE R SIDE AND REAR SIGN 45 DEG.
3X8 BRACING ON SIDES W/ 3/4" THRU BOLT & SINGLE-CURVE SPIKE GRID, NUT & FLAT WASHERS
ISOMETRIC VIEW
SCALE 1" = 2'
TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com
VERIFY SCALE
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY V. BLANCO
APPROVED BY BOCC
PROJECT NAME RIVER ENTRANCE MARKERS
SHEET TITLE SECTION VIEWS
DATE 6/2/17
SCALE AS NOTED
PROJECT NO. 2001-008-ENG
SHEET NO. 3
SHEET 3 OF 3
DATE
REVISION
FILE NAME 3D_RIVERMARKER.DWG
PLOT DATE 8/21/2017 10:29 AM
58014

CONTRACT FORM

This contract made this _____ day of _____ between, Taylor County, Florida, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR.**

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK** – See **Attachment B – Scope of Services –**

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed **$_____ annually / $ _____ quarterly.**

3. **DURATION OF CONTRACT.** The contract shall take effect upon final execution and terminate (3) years from that date or September 30, 2020, whichever comes first.

4. **ASSIGNMENTS.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. **TERMINATION OF THIS CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before the performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.

7. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend, and save and hold harmless, the County, all of its officers, agents, or employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents, or employees or due to any negligent act or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance, of at least $1,000,000.00 per person and property damage insurance of at least $50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance (including Long Shoreman's) in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

11. **PERMITS, RULES, & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules, and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books, and documentations that pertain to this project during the project period and for a three (3) year period thereafter.

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Clay Olson, County Extension Director, 203 Forest Park Drive, Perry, FL 32348, (850)838-3508, e-mail: cbolson@ufl.edu.

14. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEROF, the parties hereto have caused this instrument, as of the _____day of _____.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
, County Administrator

ATTEST:

_____
Annie Mae Murphy, Clerk

Witness:

_____ By: _____
Contractor

_____

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, _____who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

Attachment B

SCOPE OF WORK

I. SUMMARY

1. The work shall consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. These lights are located at the mouths of the Aucilla (Gamble Point), Econfina and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek. The lights system will be inspected and maintained each quarter during the contract period. The contact period will be three years from the start date of the contract.

II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and United State Coast Guard).

2. Inspect and maintain the four river entrance lights on a quarterly basis.

3. Be available on an "on call" basis to perform basic maintenance to river entrance lights as needed.

4. If major functional or structural repairs to river entrance lights are deemed necessary, **a written report must be generated.** The responsible authority will determine the course of action suitable to address the needed repairs.

5. Submit written quarterly reports to the Taylor County Board of Commissioners (LaWanda Pemberton, Assistant County Administrator) as part of the payment process. This brief report will detail the performance and condition of each of the river entrance lights including replacement parts used, as well as the condition of the wooden structures. All parts replaced will be returned to shore for proper disposal (including batteries).

III. JOB SITE CONDITIONS

1. The river entrance lights are located either at the edge of salt marsh or in the water. Access to a boat will be necessary to perform the required duties. Contractor shall be responsible for transportation to and from lights.

MATERIAL SPECIFICATIONS

All materials must be installed and repaired in strict accordance with the manufacturer's specifications.

ADDITIONS TO THE AGENDA

November 6, 2017

11.-A THE BOARD TO CONSIDER APPROVAL OF THE 2017-2018 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT SC 829, AS AGENDAED BY THE GRANTS DIRECTOR.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve the 2017-2018 Small County Consolidated Solid Waste Management Grant Agreement SC829 in the amount of $90,909.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to approve the 2017-2018 Small County Consolidated Solid Waste Management Grant Agreement SC829.**

Recommended Action: **Approve Grant Agreement.**

Fiscal Impact: **The County has been awarded $90,909 from the DEP Solid Waste Management Grant Program with no match required from the County.**

Budgeted Expense: Y/N **There is no match due from the County and this grants funds County Solid Waste Recycling employee salaries and the disposal of waste tires.**

Submitted By: Jami Boothby, Grants Coordinator

Contact: Jami Boothby, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.**

Attachments: **Small County Consolidated Waste Management Grant Agreement SC829.**

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) — Agreement Number

Taylor County Small County Consolidated Solid Waste Management Grant — **SC829**

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

Grantee Name: **Taylor County Board of County Commissioners** Entity Type: **Local Government**

Grantee Address: **201 East Green Street**
Perry, FL 32347 FEID: **59-6000879** (Grantee)

3. Agreement Begin Date: **October 1, 2017** Date of Expiration: **September 30, 2018**

4. Project Number: *(If different from Agreement Number)* **SC829** Project Location(s): **Taylor County, FL**

Project Description:
Taylor County Small County Consolidated Solid Waste Management

5. Total Amount of Funding:

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**2017-18 GAA 1676**	**$90,909.00**
☐ State ☐Federal		
☐ State ☐Federal		
☐ State ☐Federal		

6. Department's Grant Manager
Name: **Henry Garrigo**
Address: **2600 Blair Stone Rd.** or successor
Tallahassee, FL 32399
Phone: **(850) 245-8822**
Email: **henry.garrigo@dep.state.fl.us**

Grantee's Grant Manager
Name: **Melody Cox**
Address: **401 Industrial Park Drive** or successor
Perry, FL 32348
Phone: **(850) 838-3553**
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)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☑ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☑ Additional Exhibits (if necessary): Exhibit 1, Recycling Summary Report Exhibit 2, Tonnage Summary Report

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):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9. **Taylor County Board of County Commissioners** **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Print Name and Title of Person Signing

10.

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

By _____

Secretary or Designee Date Signed

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 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 preprinted 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 between the documents that make up the Agreement, the order of precedence for the documents is as follows:
   i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   ii. 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 between 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.

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: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or 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 ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases 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 the 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 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 the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by the 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 the Grantee's expense. If the 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 the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. 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 the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may 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. These consequences for nonperformance shall not be considered penalties.

b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. 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) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the 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 the Department or steps taken by the Grantee shall preclude the 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 the Department as requested by the Department 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 the 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 the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

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

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 the 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 D, 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: http://www.myfloridacfo.com/aadir/reference_guide/.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

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

g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion 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 completion date of the Agreement.

h. Annual Appropriation Contingency. The State of Florida'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 the Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

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 the 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 the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar 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 the 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 the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 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 the 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 the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the 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 the Department Grant Manager's approval of the fixed-price amount, the 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, the 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 $1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the 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 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 the Grantee's contract obligations to its subcontractor, the 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, the 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 the 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) calendar 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 the Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if the 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 to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.

c. 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 for the work and the retainage called for under the entire Grant Work Plan. 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.

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

e. 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. 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:

   i. 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 of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $200,000 each individual's claim and $300,000 each occurrence.

   ii. Workers' Compensation and Employer's Liability Coverage.
   The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance 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 Agreement.

   iii. 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 of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

   iv. Other Insurance.
   Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

b. 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.

c. Exceptions to Additional Insured Requirements. 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. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

d. 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.

e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the 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 the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the 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 shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the 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 the Department. The rights and remedies of the 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, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the 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, the Grantee will be found in default, and the 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 the Department or outside the reasonable control of the 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 the 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 the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the 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; and
i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the 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 the Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
    iv. An action by the 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 the 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, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the 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 the 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 the 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 the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the 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 the 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 the 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 the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the 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 the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the 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 the 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 the 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 the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at 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 the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. – 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 of Florida 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 the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the 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 the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the 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 the 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 the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the 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 the 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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, 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. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. 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 the Grantee and the State, the 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.

26. 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, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the 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: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. 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 Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.

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 the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the 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, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the 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: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). 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) calendar 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, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the 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 the Department by the Grantee to the date repayment is made by the Grantee to the Department.

   ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the 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 the Grantee to the date repayment is made to the Department.

28. 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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.

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 the 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 the 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 the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the 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 of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity 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 the 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 the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

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

32. 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.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the 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 the Department consents to a subcontract, the 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.

34. 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.

35. 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 the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. 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 the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
    i. Pay employees a predetermined amount of wages or prescribe any wage rate;
    ii. Provide employees a specified type, amount, or rate of employee benefits;
    iii. Control, limit, or expand staffing; or
    iv. Recruit, train, or hire employees from designated, restricted, or single source.
d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

39. 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
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT # SC829

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 the Taylor County Small County Consolidated Waste Grant. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period.
The reimbursement period for this Agreement is the same as the term of the Agreement.
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. Costs 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, for actual costs not to exceed the budget amount identified in Attachment 3.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

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

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

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

Subcontracting is not permitted under this Agreement.

c. State-owned land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

d. Office of Policy and Budget Reporting.

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

9. Additional Terms.

None

DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT #: SC829

ATTACHMENT 3

PROJECT TITLE: Taylor County Small County Consolidated Solid Waste Management Grant

PROJECT LOCATION: All collected recyclable materials are brought to a central facility located at 3750 W. US 98, Perry, Florida 32347 for processing. The recyclable material will be collected from the nine (9) drop-off centers and twenty-five (25) businesses located throughout Taylor County and then transported and disposed of at Newark Recycled Fibers in Tallahassee, Florida.

PROJECT BACKGROUND: The Grantees' Recycling Program provides recycling services for residents and small businesses located throughout Taylor County. Materials including old newspaper, corrugated cardboard, plastic, aluminum cans and metal (ferrous and non-ferrous) are collected and brought to a central facility for processing. The Recycling Program operates nine (9) drop-off centers and schedules regular cardboard pick-ups from twenty-five (25) small businesses located throughout Taylor County. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: The Grantee's Department of Environmental Services employs a Recycling Technician, Recycling Secretary, Utilities Mechanic and Heavy Equipment Operator for the administration of its recycling program. Taylor County residents may bring their eligible recyclable material to the collection sites for drop-off and small businesses that wish to be added to the cardboard pick-up schedule may call the Grantee's Department of Environmental Services. The Grantee's drop-off center schedule is available here: http://www.taylorcountygov.com/pdf/env/SummerRolloff.pdf. The Grantee currently operates a regular cardboard pick-up schedule for twenty-five (25) small businesses located throughout Taylor County. Grant funds will be used to fully fund three (3) full time positions and partially fund a fourth full time position for the operation of the recycling program. Additionally, grant funds will be used to off-set the costs associated with the Grantee's disposal of waste tires picked up by D.E. Barnes, Inc. of Marianna, Florida.

TASKS and DELIVERABLES:

Task #1: Recycling Program Operations
Task Description: The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

Deliverable(s): Completion of the task as evidenced by submittal of all the following supporting documentation. The Grantee will submit copies of: time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment to the employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, either using the **Recycling Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan or comparable documentation. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Budget: Allowable costs for this task are not to exceed $78,883.00 for salaries for county staff.

Task #2: Waste Tire Collection and Disposal
Task Description: Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires at a rate of $200 per ton.

Deliverable(s): Completion of the task as evidenced by submittal of all the following supporting documentation: the date of transportation, number of tires, and registration number of the collector along with the name of the driver. Additionally, the Grantee will provide tonnage summaries, using either the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan or comparable documentation. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Budget: Allowable costs for this task are not to exceed $12,026.00 for waste tire collection and disposal on behalf of the Grantee (Contractual Services).

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2017	9/30/2018	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Collectio and Disposal	10/1/2017	9/30/2018	Within thirty (30) calendar days following completion of the event.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Supplies/Other Expenses	$78,883.00
	Total for Task:	**$78,883.00**
2	Contractual Services	$12,026.00
	Total for Task	**$12,026.00**

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable hourly and fringe rate(s) by position may not exceed those indicated below. .

Task/Deliverable Number	Position Title	Hourly Rate
1	Recycling Technician	$10.50
	Utilities Mechanic	$11.10
	HEO 1	$11.00
	Recycling Secretary (Part-time)	$17.84
2	Recycling Technician	$10.50
	Utilities Mechanic	$11.10
	HEO 1	$11.00
	Recycling Secretary (Part-time)	$17.84

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Supplies/Other Expenses	$78,883.00
Contractual Services	$12,026.00
Total:	**$90,909.00**

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Exhibit 1
Recycling Summary Report

Grantee may submit one (1) summary report for all recycling completed during the quarter. Complete a report number for each recycling completed during the quarter. Attach additional pages, if necessary. Include copies of any supporting documentation the recycling center may have provided.

Report No: Date of Collection:

Grantee (County) Name: Taylor County Account No.:

Receipt/Invoice No.:

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper				
#1 Paper				

Report No: Date of Collection:

Grantee (County) Name: Account No.:

Receipt/Invoice No.:

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper				
#1 Paper				

I, , certify that the information in this report is true and accurate, and that the recycling
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC829 and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Signature: Date:

Exhibit 2
Tonnage Summary Report

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim.

Claim No: Date of Collection:

Grantee (County) Name: Taylor County Account No.:

Receipt/Invoice No.:

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

Claim No: Date of Collection:

Grantee (County) Name: Account No.:

Receipt/Invoice No.:

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

Claim No: Date of Collection:

Grantee (County) Name: Account No.:

Receipt/Invoice No.:

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

I, , certify that the information in this report is true and accurate, and that the disposal
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC829

and as described in Attachment A, Grant Work Plan, of the Agreement.

Date:

Grantee's Grant Manager Signature:

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. **Public Records**

a. If the Agreement exceeds $35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the 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 the 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 or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if the 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 the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:

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

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

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

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 the Department.

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

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: public.services@dep.state.fl.us
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

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 contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/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 OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/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 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 OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 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 by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), 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, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates 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(7), 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, 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 https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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 the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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 http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. 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 the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. 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 the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. 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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **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 **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement SC829	General Appropriations Act (GAA), Line Item 1676, Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay, Solid Waste Management from Solid Waste Management Trust Fund	2017-18	37.012	Small County Consolidated Grants	$90,909.00	140134

Total Award	$90,909.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT 6

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENS

FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize **Exhibit A, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

a. Indirect, overhead or administrative costs (excluding fringe benefits);

b. Promotional items such as t-shirts and other items promoting the program;

c. Cell phone usage;

d. Attorney's fees or court costs;

e. Civil or administrative penalties;

f. Interest in real property;

g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and

h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s)

utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit **Exhibit C, DEP Property Reporting Form**, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.

b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.

c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.

d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.

e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**SC829**		
Grantee Name:	Taylor County BOCC		
Grantee Address:	201 East Green St. Perry, FL 32347		
Grantee's Grant Manager:	Melody Cox	**Telephone No.:**	850-838-3553
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC829 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit D
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___SC829___ Agreement Effective Dates: _10/1/2017-9/30/2018 _____

Grantee: ___Taylor County BOCC_____ Grantee's Grant Manager: _Melody Cox_____

Mailing Address: __201 Easy Green Street Perry, FL 32347 _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$	$	$	$
Fringe Benefits	$	$	$	$
Indirect Cost	$	$	$	$
Contractual (Subcontractors)	$	$	$	$
Travel	$	$	$	$
Equipment (Direct Purchases)	$	$	$	$
Rental/Lease of Equipment	$	$	$	$
Miscellaneous/Other Expenses	$	$	$	$
Land Acquisition	$	$	$	$
TOTAL AMOUNT	$	$	$	$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$	
Less Total Cumulative Payment Requests of:	$		$	
TOTAL REMAINING IN TASK	$		$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:
"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line. Insert "N/A" for any budget/match categories that are not authorized under this Agreement.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. Insert "N/A" for any budget/match categories that are not authorized under this Agreement. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line. Insert "N/A" for any budget/match categories that are not authorized under this Agreement. If match is not required at all under this Agreement, insert "N/A" down the whole column.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. Insert "N/A" for any budget/match categories that are not authorized under this Agreement. If match is not required at all under this Agreement, insert "N/A" down the whole column. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to hold a public hearing to consider adoption of a resolution to abandon a 200-ft portion of 5th St SE located between Block 77 and Block 72 of the Steinhatchee Subdivision.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: Public hearing for right-of-way abandonment

Fiscal Impact: Property added to tax roll

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Pete Caucci submitted a road closing application to the planning department on July 3rd 2017 to abandon a 200-foot portion of 5th St SE between Block 77 and Block 72 of the Steinhatchee Subdivision. The right-of-way is 100-ft wide and the property on each side of the proposed closure is owned by the applicant. The public hearing was advertised in the local paper and individual notice was sent to all property owners within 500 feet of the alley.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close the alley.

Options:

1. Approve abandonment
2. Deny the petition

Attachments:

1. Copy of application
2. Copy of resolution
3. Copy of notice
4. Location map

PETITION TO CLOSE AND

ABANDON ROAD

COMES NOW, Pete Caucci and Cynthia Caucci, Husband and Wife, whose Post Office address is 85 Hillsway Drive, Douglas, Georgia 31535, and files this petition to Close and Abandon the following road lying and being in Taylor County, Florida, being described as follows, to-wit:

DESCRIPTION:

A parcel of land, being that part of Fifth Street Northeast, as shown on the plat of STEINHATCHEE, a subdivision recorded in the Public Records of Taylor County, Florida in Plat Book 1, Pages 26 and 27, lying between Blocks 72 and 77 and being more particularly described as follows:

Begin at the southeast corner of Lot 12, Block 77 of the STEINHATCHEE SUBDIVISION, as recorded in Plat Book 1, Page 26 of the Public Records of Taylor County, Florida and run North 01 degrees 25 minutes 49 seconds West along the west right of way line of Fifth Street, NE, a distance of 180.90 feet to the northeast corner of said Lot 12; thence run North 70 degrees 58 minutes 27 seconds East along the southerly right of way line of Central Avenue, East, a distance of 55.07 feet; thence continue along said right of way line, North 88 degrees 34 minutes 11 seconds East, a distance of 47.50 feet to the northwest corner of Lot 1, Block 72 of said subdivision; thence run South 01 degrees 25 minutes 49 seconds East along the easterly right of way line of Fifth Street, NE and the west line of said Lot 1, a distance of 197.57 feet to the southwest corner of said Lot 1; thence run South 88 degrees 34 minutes 53 seconds West, a distance of 100.00 feet to the Point of Beginning.

Said parcel contains 0.44 acres, more or less.

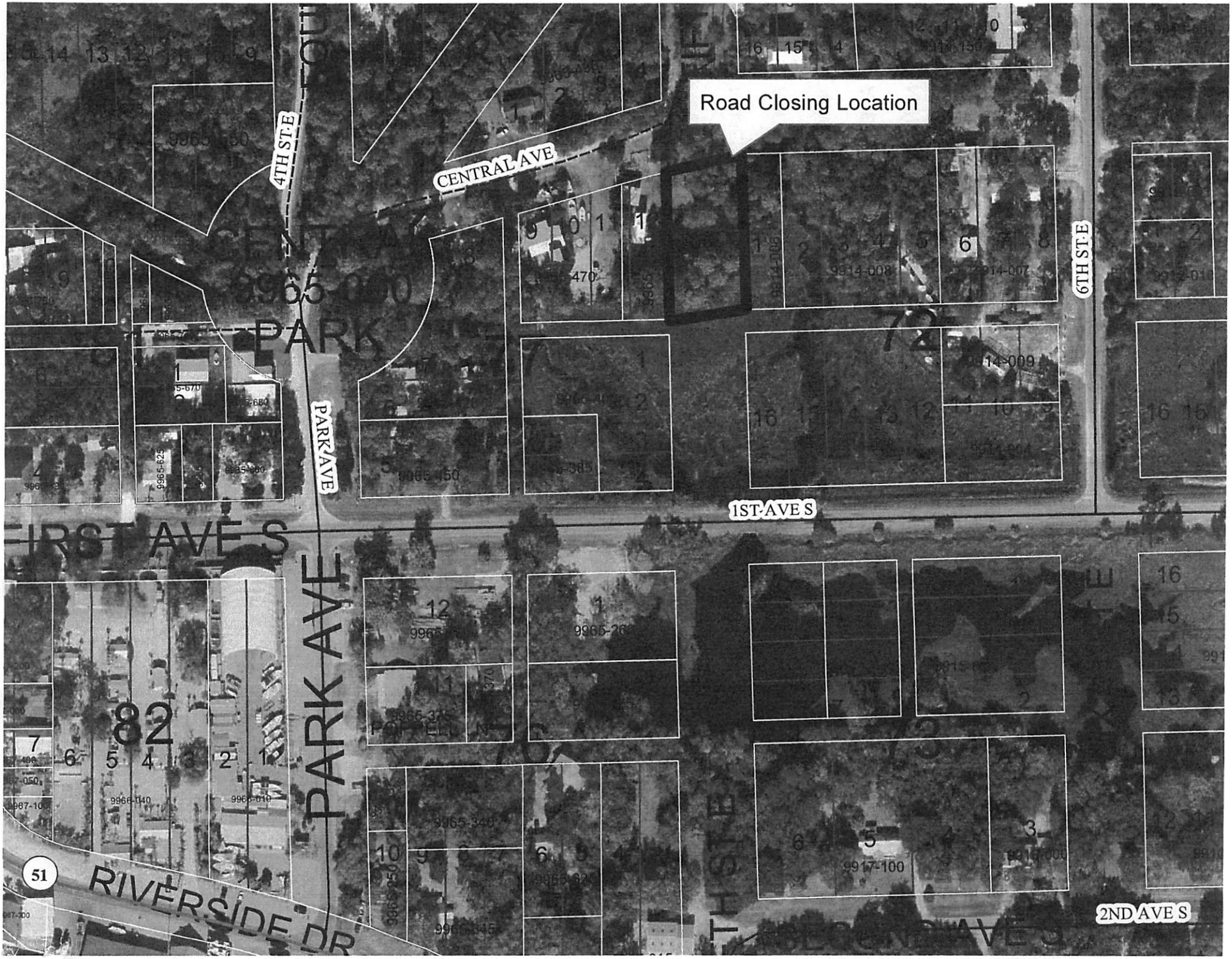
1. This Petition is pursuant to Chapter 336.09 Florida Statutes and the petition is to vacate, abandon, discontinue and close the above-described road.

2. The Petition is also pursuant to Chapter 336.10 Florida Statutes and shall hold a public hearing and publish Notice in the newspaper one time at least two weeks prior to the date of the public hearing.

DATED this 29 day of September, 2017.

Pete Caucci Cynthia Caucci

Pete & Cynthia Caucci


Road Closing Location
CENTRAL AVE
4TH ST E
6TH ST E
PARK AVE
1ST AVE S
2ND AVE S
RIVERSIDE DR
51
PARK

MALCOLM PAGE District 1	JIM MOODY District 2	FRANK RUSSELL District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: $250.00 DATE: 7/3/17 RECEIPT #: 1617

ROAD NAME: 5th Street N.E.

PHYSICAL LOCATION: 5th Street N.E.

between block 72 + 77

APPLICANT: Pete Caucci

ADDRESS: 85 Hillsway Dr Douglas, GA. 31535

PHONE #: 229-392-6926

ADJOINING PROPERTY OWNER(S)

NAME: ~~Kirk Jones~~ SIGNATURE:

ADDRESS: ~~2 Fifth St NE~~ Stenhatchee PHONE:

NAME: SIGNATURE:

ADDRESS: PHONE:

NAME: SIGNATURE:

ADDRESS: PHONE:

NAME: SIGNATURE:

ADDRESS: PHONE:

NAME: SIGNATURE:

ADDRESS: PHONE:

PETITION TYPE

Plat: ____ Portion of plat: ____ Right-of-way: ✓ Public easement: ____

Public interest in private right-of-way: ____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: x Pete Caucci Cynthia Caucci

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: Pete Caucci Cynthia Caucci

Print Name

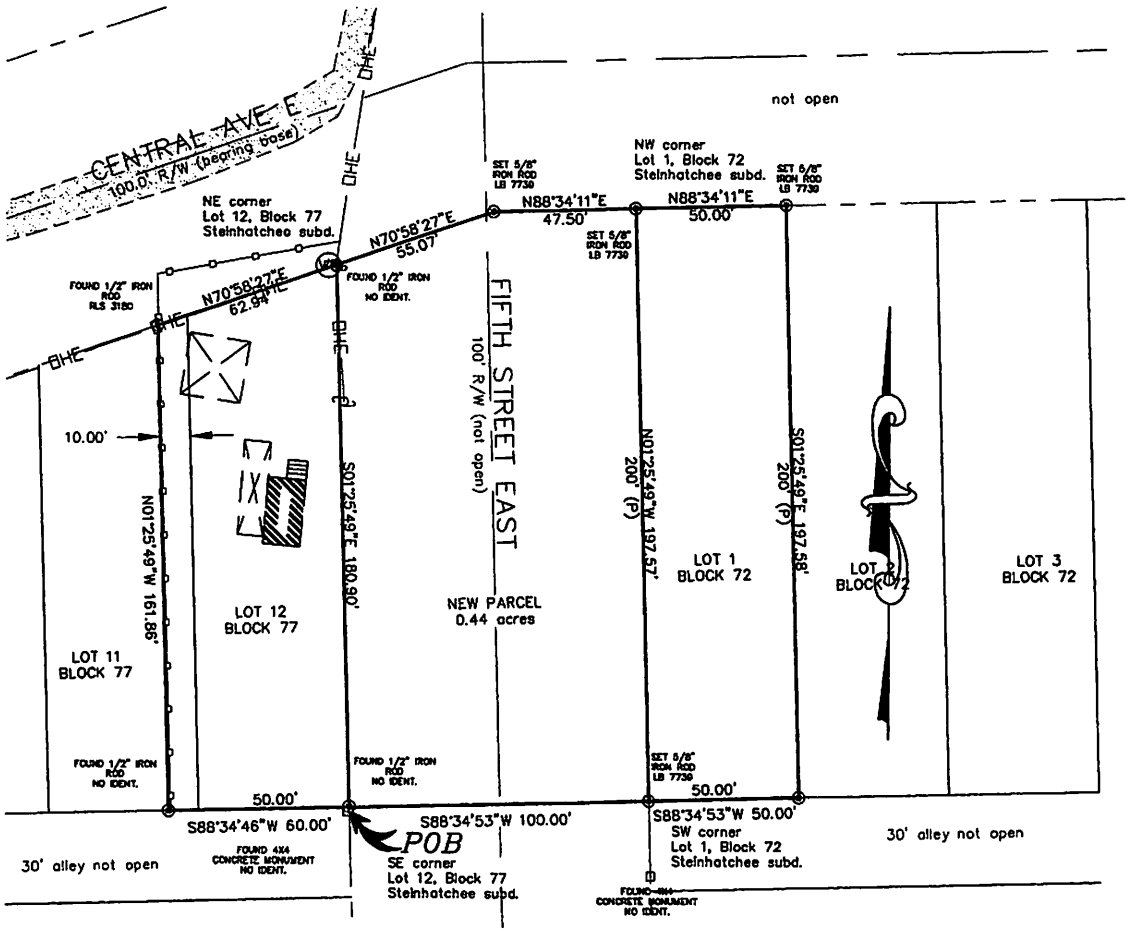
SIGNATURE: x Pete Caucci Cynthia Caucci

DEED INFORMATION

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT:	Pete + Cynthia Cacci	Relationship
		Spouse
ADJOINING PROPERTY OWNER:		Relationship
ADJOINING PROPERTY OWNER:		Relationship
ADJOINING PROPERTY OWNER:		Relationship

Map of Boundary Survey
Lying in Section 26, Township 9 South, Range 9 East, Taylor County, Florida for Pete Caucci



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

SCALE: 1" = 40'	CERTIFICATIONS:
JOB No: 17-242-41	
DWG. No: 09012017	Pete Caucci
DRAWN BY: C.B.T	
CHECKED BY: L.D.R.	
SURVEY DATE:	
FIELD BOOK: 17-05	
PAGE:	

CERTIFICATION:
I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Lawrence D. Rowell P.S.M.
Professional Surveyor and Mapper
F.R.C. #3223 - L.B. #7739

DATE:

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739

DELTA
PROFESSIONAL LAND SERVICES, LLC.
4510 MAY POP ROAD GREENVILLE, FL 32331
NORTH FLORIDA SOUTH GEORGIA
PHONE (850)584-2849 ldrdelta@fairpoint.net

LEGEND:

- ⊛ = IRON ROD
- □ = CONCRETE MONUMENT
- (P) = PLAT
- (M) = MEASURED
- (D) = DEED CALL
- IDENT. = IDENTIFICATION
- "D" = WOOD UTILITY POLE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.U.E. = PUBLIC UTILITIES EASEMENT
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- - o - = WOOD FENCE
- -OHE- = OVERHEAD WIRES
- CONC = CONCRETE

THIS IS PAGE 1 OF 2
NEITHER IS TO BE CONSIDERED COMPLETE WITHOUT THE OTHER

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 6:00 o'clock p.m. on the 6th day of November, A.D. 2017, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION:

A parcel of land, being that part of Fifth Street Northeast, as shown on the plat of STEINHATCHEE, a subdivision recorded in the Public Records of Taylor County, Florida in Plat Book 1, Pages 26 and 27, lying between Blocks 72 and 77 and being more particularly described as follows:

Begin at the southeast corner of Lot 12, Block 77 of the STEINHATCHEE SUBDIVISION, as recorded in Plat Book 1, Page 26 of the Public Records of Taylor

County, Florida and run North 01 degrees 25 minutes 49 seconds West along the west right of way line of Fifth Street, NE, a distance of 180.90 feet to the northeast corner of said Lot 12; thence run North 70 degrees 58 minutes 27 seconds East along the southerly right of way line of Central Avenue, East, a distance of 55.07 feet; thence continue along said right of way line, North 88 degrees 34 minutes 11 seconds East, a distance of 47.50 feet to the northwest corner of Lot 1, Block 72 of said subdivision; thence run South 01 degrees 25 minutes 49 seconds East along the easterly right of way line of Fifth Street, NE and the west line of said Lot 1, a distance of 197.57 feet to the southwest corner of said Lot 1; thence run South 88 degrees 34 minutes 53 seconds West, a distance of 100.00 feet to the Point of Beginning.

Said parcel contains 0.44 acres, more or less.

DULY ADOPTED in regular session, this 6th day of November, A.D., 2017.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____
Pam Feagle, Chairperson

ATTEST:

_____
Annie Mae Murphy, Clerk

APPROVED AS TO FORM

_____
Conrad C. Bishop, Jr, County Attorney

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

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

Notice of procedures for the closing of streets, thoroughfares and alleys

was published in said newspaper in the issues of:

October 18, 2017

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

Aaron Portwood

Aaron Portwood, Publisher

Sworn to and subscribed
before me this
10/18/17

Debra M Poppell

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

DEBRA M. POPPELL
MY COMMISSION # FF 240985
EXPIRES: August 13, 2019
Bonded Thru Notary Public Underwriters

NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS

TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 6:00 p.m. on the 6th day of November, 2017, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION:

A parcel of land, being that part of Fifth Street Northeast, as shown on the plat of STEINHATCHEE, a subdivision recorded in the Public Records of Taylor County, Florida in Plat Book 1, Pages 26 and 27, lying between Blocks 72 and 77 and being more particularly described as follows:

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Said parcel contains 0.44 acres, more or less.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this pubic hearing will need a record of the meeting and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

Dated this 18th day of October, 2017

10/18

original to Cindy Mock
10/24/17 LB

(14)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Roadside Mowing
MEETING DATE REQUESTED:	May 4, 2015

Statement of Issue Roadside Mowing Contract

Recommended Action Award Roadside Mowing Contract to Lowest Bidder, Kerry Puhl Lawnworks, Inc.

Fiscal Impact $97,440.00

Submitted By: Public Works **Contact:** Andy McLeod

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mow approximately 1100 acres of County Right-of-way in 5 cycles

Options: Approve or Disapprove

Attachments: Recommendation letter from bid committee
Contract Specifications
Contract

BID SUMMARY

ROADSIDE RIGHT-OF-WAY MOWING

2015 - 2018

BIDDER	BID PACKAGE	BID AMOUNT PER ACRE
Taylor Maid, Inc. Vero Beach, FL	Complete	$18.75
Keen Forest Mgt, Inc. Mayo, FL	Complete	$18.95
Sand Endeavors, Inc. Alachua, FL	Complete	$65.00
LiBiHo Services, Inc. Perry, FL	Complete	$19.94
Kerry Puhl Lawnworks, Inc. Perry, FL	Complete	$16.24

Recommend award of Roadside Right-Of-Way Mowing to low bidder, **Kerry Puhl Lawnworks, Inc. of Perry, FL**, for the amount of $16.24 per acre.

Dustin Hinkle

Andy McLeod

Danny Griner

CONTRACT FOR
TAYLOR COUNTY
ROADSIDE RIGHT-OF-WAY MOWING

This contract made the _____ day of _____, 2015, between TAYLOR COUNTY, hereinafter called the County, and Kerry Pihl Lawnworks Inc, hereinafter called the Contractor.

WITNESSETH, that the County and Contractor for the consideration stated herein agrees as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, necessary tools, herbicide treatment, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, all the work required in connection with maintaining County roadside right-of-way by litter removal, weed eating, and mowing approximately 1,100 acres at a frequency of 3 to 4 times per year or as directed by the Director of Public Works. Mowing shall be along both road shoulders from the edge of the roadway to the currently maintained and cleared mow limit.

CONTRACT PRICE: The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of $ 16.24 per acre, satisfactorily mowed. Payment for acres mowed is subject to acceptance and approval by the County Public Works Director and will be at the end of each mowing cycle based on invoices furnished by the Contractor.

CONTRACT TERM: This contract shall be for 3 years (36 months) period commencing April 1, 2015 and ending March 31, 2018. This contract may be renewed at the end of said 36 months period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, they shall notify the other party by certified mail no later than 60 days prior to the end of the contract term. The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period.

ASSIGNMENTS: This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted, at the contract unit price.

DEFAULT OF CONTRACT: If the Contractor fails to begin the work under the contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten (10) calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion

of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten (10) calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

PRESERVATION OF PROPERTY: The Contractor shall preserve from damage, all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

HOLD HARMLESS AND INSURANCE: To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

GENERAL LIABILITY INSURANCE: The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars ($1,000,000.00), for services and work to be rendered in accordance with this contract.

The Contractor shall carry Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law with a company in Florida on all employees working on County property for services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

PERMITS, RULES & REGULATIONS: It shall be the Contractors responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.

ACCESS TO RECORDS: The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

VENUE: Taylor County, Florida, shall be the proper venue for any litigation involving this contact.

COMPONENT PARTS OF THIS CONTRACT: This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Advertisement for Bids
(b) Instructions to Bidders
(c) The Contractor's Proposal
(d) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provisions in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

AUTHORIZED PERSONNEL: The Contractor is to contact the following for any correspondence or questions regarding this project: Andy McLeod, County Public Works Director, 587 East US 27, Perry, Florida 32347; telephone number (850) 838-3528.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PATRICIA PATTERSON

ATTESTED: _____
ANNIE MAE MURPHY, CLERK

BY: _____
CONTRACTOR
Contractor, Inc

WITNESS: _____
FOR THE CONTRACTOR

WITNESS: _____
FOR THE CONTRACTOR

SPECIFICATIONS FOR
ROADSIDE RIGHT-OF-WAY MOWING

The contractor agrees to perform the following work in Taylor County, Florida for the County;

SCOPE OF WORK: To maintain county road right-of-way by mowing during the prescribed time period and at the required frequency. Contract term to begin April 1, 2015 and end on March 31, 2018, to mow approximately 1,100 acres at a frequency of 3 to 4 times or as otherwise directed by the Taylor County Director of Public Works. Mowing shall be along both sides of road right-of-ways from the edge of the roadway (pavement) to the currently maintained and cleared mow limit. The exact location of the County Roads to be mowed is filed with and in the County Public Works Department. This contract shall be for a 3 year (36 month) period commencing April 1, 2015, and ending on March 31, 2018. This contract may be renewed at the end of said (36 month) period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, it shall notify the County by certified mail no later than 60 days prior to the end of the contract term.

The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule is under the direction of the County Public Works Director and payment for acres mowed will be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless previously approved by the County Public Works Director. Mowing shall be done with accepted safe work practices and there shall be minimum interference with public access to and use of County Roads. The mowing shall be performed to minimize mowing debris on private property and public right-of-way.

This contract shall not be sublet, transferred, assigned or otherwise conveyed by the contractor without prior written approval of the Board of County Commissioners.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the work plan, specifications, procedures and terms of the contract.

REGISTRATIONS AND PERMITS: The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the Contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on this contract until the County has such proof on file. Failure by the Contractor to register all motor vehicles operated under this contract will be cause for disqualification of the Contractor.

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

No work shall be performed under the provisions of this contract on any properties outside the limits of the County right-of-way.

WORK SCHEDULE: In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the Director of Public Works. No work shall be done when weather conditions limit good visibility to less than 500 feet.

PRESERVATION OF PROPERTY: The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

HOLD HARMLESS: To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, it's sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused or resulting from the sole negligence of the County or any or its officers, agents or employees.

GENERAL LIABILITY INSURANCE: The contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars ($1,000,000.00), for the services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

WORKER'S COMPENSATION INSURANCE: The Contractor shall provide Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of his employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

DESCRIPTION: The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

MOWING AREAS: A map of areas to be mowed may be reviewed at the County Public Works Department. Roads are subject to be added or deleted at the discretion of the Director of Public Works.

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, roadside ditch bottoms, median islands and similar areas conductive to the use of high production equipment.

Mowing shall conform to previously established mowing limits.

The County may require mowing of additional areas, in which case it shall allow payment for the additional areas.

QUANTITY AND FREQUENCY OF MOWING: The mowing acres specified in this contract, approximately one thousand one hundred (1100) acres, represents the mowing to be accomplished. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under this contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

EQUIPMENT: All equipment shall be equipped with safety devices properly maintained at all times the equipment is in use. Safety devices to prevent flying debris shall be installed and maintained.

If the Director of Public Works determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director.

Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages curbs, pavement or turf in any way shall not be allowed.

The Contractor is required to use amber flashing lights on equipment. These lights shall be used only as required in the course of the work and not be used when traveling to and from the job site.

All of the mowing equipment regularly employed on the work shall be painted a color of high visibility.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of six (6) inches.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily with the time specified herein. If in the opinion of the Director of Public Works, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Director.

METHOD OF OPERATION: The Contractor shall not begin any cutting cycle until authorized by the Director of Public Works to do so.

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director of Public Works specifically authorizes the Contractor to change the pattern.

At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed.

Each cutting cycle is to be completed in its entirety prior to beginning another cycle.

When work by County forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director of Public Works may require the contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point wherein damage to the turf will occur, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director of Public Works. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) acre in extent.

The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by mowing equipment. It shall also be his responsibility to remove all litter from said right-of-way for a total litter control. Any litter that is mowed over and scattered shall be picked up immediately upon notification of Contractor.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

The contractor will be responsible for the proper disposal of all road side debris and trash to a Taylor County roll-off site and will not be charged for disposing of debris or trash taken from Taylor County right-of-way.

During periods of mowing operations, the Contractor shall consult with the Director of Public Works for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

LIMITATIONS OF OPERATION: When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges with full width shoulders on the right the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

Any equipment left on the right-of-way overnight shall be parked as close to the outside right-of-way line as possible. High visibility markers, such as traffic cones with reflective tape shall be placed adjacent to any equipment left on County right-of-way.

QUALITY: All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Director of Public Works.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

In the event the Contractor damages the turf, curbs or pavement, he will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

The Contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Director of Public Works. Appurtenances shall include but are not limited to sign post and bases, delineator posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc.

The Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is he required to rake or pick up the cuttings.

WEED EATING: The Contractor will be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include but are not limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mowed areas.

HERBICIDE TREATMENT: The Contractor may chose to treat problem areas that can not be mowed or are difficult to cut with a weed trimmer such as around certain culvert pipes or guard rails with a herbicide. Treatment of problem areas shall not cause an unsightly appearance and will be limited the

most difficult areas to reach. The Contractor will coordinate the use of herbicides with the Director of Public Works prior to it's use.

PAYMENT: The quantities to be paid for shall be the number of acres of roadside mowed in accordance with these special provisions. The quantity of the mowing areas has been predetermined by the County. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deduction shall be made for any areas omitted under these special provisions. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary to complete all mowing operations specified.

EXHIBIT "A"

SOUTHEAST PERSONNEL LEASING, INC.

An Employers Preferred Alternative

SALES PROPOSAL

QUOTE NUMBER	ISSUE DATE
FL-11-49652	5/5/2015

THIS PROPOSAL IS VALID UNTIL: 5/29/2015

SALES REPRESENTATIVE: BARBARA DALE

CONTACT PHONE #: (850) 778-7193 **FAX #:** (888) 913-2758

EMAIL ADDRESS: BARBARA.D@SPLI.COM

REVISED: 5/5/2015

PROPOSAL FOR: KERRY PUHLE LAWNWORKS, INC.

WORKERS' COMP CODE	8810	9102
NUMBER OF EMPLOYEES	1	4
ANNUAL PAYROLL	$18,018	$73,034
SOCIAL SECURITY TAX	6.20%	6.20%
MEDICARE TAX	1.45%	1.45%
FEDERAL U/E (FUTA)	0.60%	0.60%
STATE U/E (SUTA)	3.48%	3.48%
WORKERS' COMP RATE	0.25%	4.59%
ADMINISTRATION FEE*	2.25%	2.25%
TOTAL SERVICE FEES	**14.23%**	**18.57%**
LESS SUTA & FUTA	(-4.08%)	(-4.08%)
AFTER CUTOFF	**10.15%**	**14.49%**

ESTIMATED WEEKLY PAYROLL OF: $1,751

SOUTHEAST SETUP FEE: $500.00

*MINIMUM ADMIN FEE PER WEEK: $50.00

PER EMPLOYEE SETUP FEE: $1.00

COURIER DELIVERY FEE: Cost of Shipping/Handling

SPECIAL REQUIREMENTS

THERE WILL BE A $2,500 DEDUCTIBLE PER W/C CLAIM BILLED ON INCURRED LOSSES.
A $2,500 COLLATERAL IS REQUIRED
MINIMUM W/C PREMIUM CHARGES OF:
$18.00 PER EMPLOYEE IN CODE 9102 OR $400.00 PER WEEK (Whichever is Greater)

ALL PROPOSALS ARE SUBJECT TO UNDERWRITING APPROVAL.
THE RATES REFLECTED ABOVE ARE BASED ON PAYROLL INFORMATION PROVIDED BY YOU AND ARE SUBJECT TO CHANGE IF YOUR PAYROLL FALLS BELOW THE PROPOSED AMOUNT.

CUSTOMER WARRANTS AND REPRESENTS THE INFORMATION CONTAINED HEREIN IS ACCURATE.

CUSTOMER NAME: Kerry Puhl Lawnworks, Inc.

SIGNATURE: _____ DATE: 5-12-15

PRINT NAME AND TITLE: Kerry Puhl President

South East Personnel Leasing, Inc.
2739 U.S. Highway 19 North
Holiday, FL 34691
Phone: 727-938-5562
www.southeastpersonnel.com

Providing Workers' Compensation coverage through Lion Insurance Company, an A.M. Best A- (Excellent) rated insurer.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Florida Forest Service Annual Report
Meeting Date:	11/6/2017

Statement of Issue: Annual report on Cooperative Forestry Assistance and Forest Protection Programs

Recommendation:

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

Submitted By: Jack Smith

Contact: Jack.Smith@FreshfromFlorida.com or 850-838-5037

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: 1.

2.

Attachments: 1.

2.

Florida Forest Service
Perry District
(850) 223-0750
(850) 223-0792 Fax

618 Plantation Road
Perry, Florida 32348

Florida Department of Agriculture and Consumer Services

Commissioner Adam H. Putnam

October 16, 2017

Honorable Ann Mae Murphy
Taylor County Clerk of Court
201 East Green St.
Perry, FL 32348

Dear Mrs. Murphy:

Attached are the 2016/2017 fiscal year activity reports from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2016 through June 30, 2017.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-223-0751.

Sincerely,

Adam H. Putnam
Commissioner of Agriculture

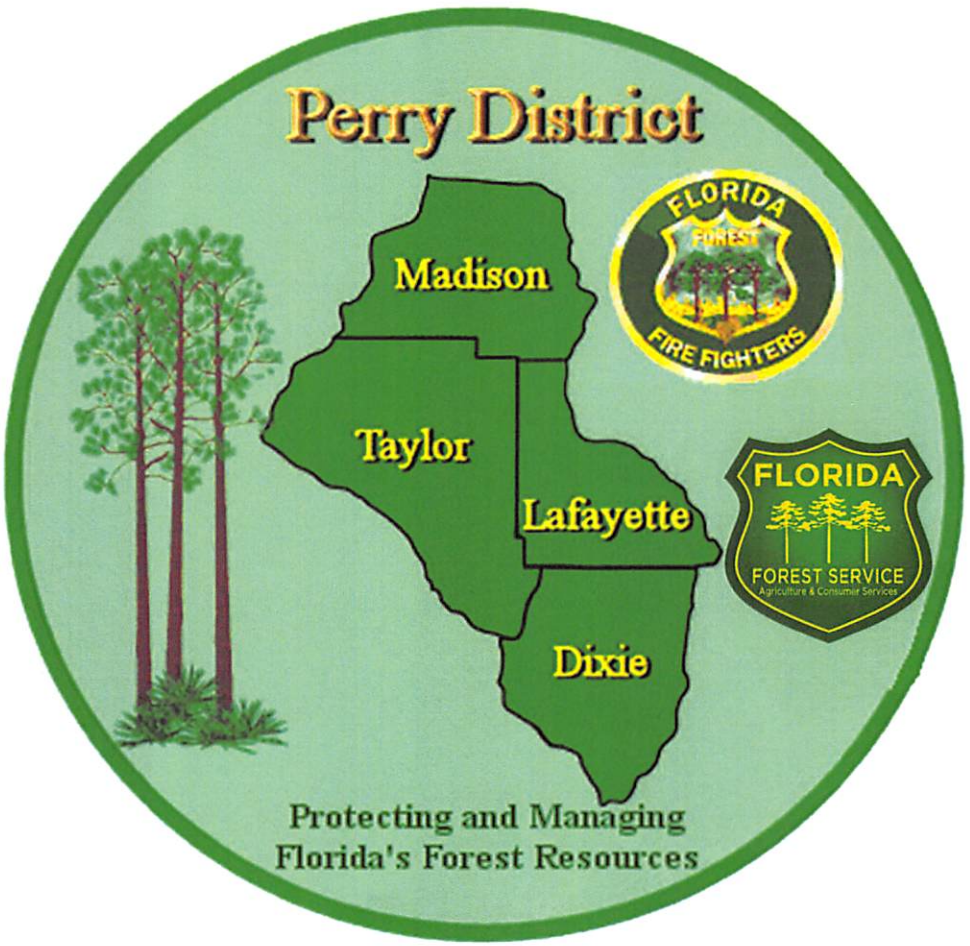
Eric K. Black
District Manager
Florida Forest Service

cc: Board of County Commissioners, Taylor County
Forest Management Bureau, FFS
Forest Protection Bureau, FFS

FLORIDA FOREST SERVICE
ANNUAL REPORT

COOPERATIVE FORESTRY ASSISTANCE
AND
FOREST PROTECTION PROGRAMS

TAYLOR COUNTY, FLORIDA



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2016-2017 fiscal year, covering the period of July 1, 2016 to June 30, 2017.

Introduction

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people – our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.

Forest Protection Program

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, we look for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 5,000 gallon water tender, 750 gallon brush truck, and 300 gallon brush truck to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

Wildfire Activity

During the past fiscal year, Florida Forest Service personnel responded to a total of 73 wildfires in Taylor County. These fires burned approximately 494 acres. These numbers represent a greater number of fires with an decrease in the number of acres from the previous year when 23 wildfires burned a total of 1,340 acres. In addition, the support given to the FFS by the Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

WILDFIRES BY CAUSE - TAYLOR COUNTY JULY 1, 2016-JUNE 30, 2017		
CAUSES	**FIRES**	**ACRES**
Lightning	5	31
Campfires	2	0.7
Smoking	1	0.1
Debris Burning	21	21
Incendiary	17	394.8
Equipment	14	20.8
Railroad	0	0
Children	2	0.2
Unknown	7	17.1
Miscellaneous	6	9.3
TOTAL	**75**	**495**

Open Burning Program

Through the administration of the State's open burning program, the Florida Forest Service issues burning authorizations for agricultural, silvicultural and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

Over the past fiscal year, a total of 679 burn authorizations were issued in Taylor County. These authorizations included 16,911 acres and 2,124 authorized piles. In addition, FFS personnel provided landowner assistance for 1 pre-suppression fire line plowing request.

BURN AUTHORIZATIONS - TAYLOR COUNTY July 1, 2016 – June 30, 2017			
TYPE	AUTHORIZED FIRES	AUTHORIZED ACRES	AUTHORIZED PILES
Agricultural	59	792	43
Silvicultural	153	16,063	529
Land Clearing	467	56	1,552
TOTAL	**679**	**16,911**	**2,124**

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 37 onsite inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.

Fire Prevention

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.

Last fiscal year, the Florida Forest Service participated in a total of 40 different programs in Taylor County. These events included the Florida Forest Festival, Special Olympics Torch Run, Relay for Life, Fiddler Crab Festival and the Taylor County High School Homecoming Parade.

Numerous Smokey programs were also conducted at the local elementary schools and day care facilities. Through all of these efforts, it is estimated that the FFS message of fire prevention was delivered to 49,025 people in Taylor County.



Rural Community Fire Protection

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for $4,330 under a Title IV grant that was administered by the FFS to purchase and PPE for Taylor County Volunteer Fire Departments.

San Pedro Bay Landowners Association

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual SPBLA meeting was held on April 21st at the Department of Transportation.

Cooperative Forestry Assistance Program

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use

forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly-provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance



Landowner Assistance

During the 2016-2017 fiscal year, the county forester made 82 assists to the residents of Taylor County involving approximately 3280 acres of land. This work included:

- forest management plan development
- insect and disease detection and treatment
- cost-share program applications and administration
- tree planting equipment rental
- information dissemination regarding:
- future management
- thinning
- site preparation

- reforestation,
- seedling sources and availability
- existing timber stand management
- forest products marketing
- Forest Stewardship & Tree Farm Programs
- fertilization
- regeneration failure
- fire lane and boundary line establishment and maintenance
- prescribed burning assistance
- Florida's Best Management Practices
- species identification
- and, forest services vendors.

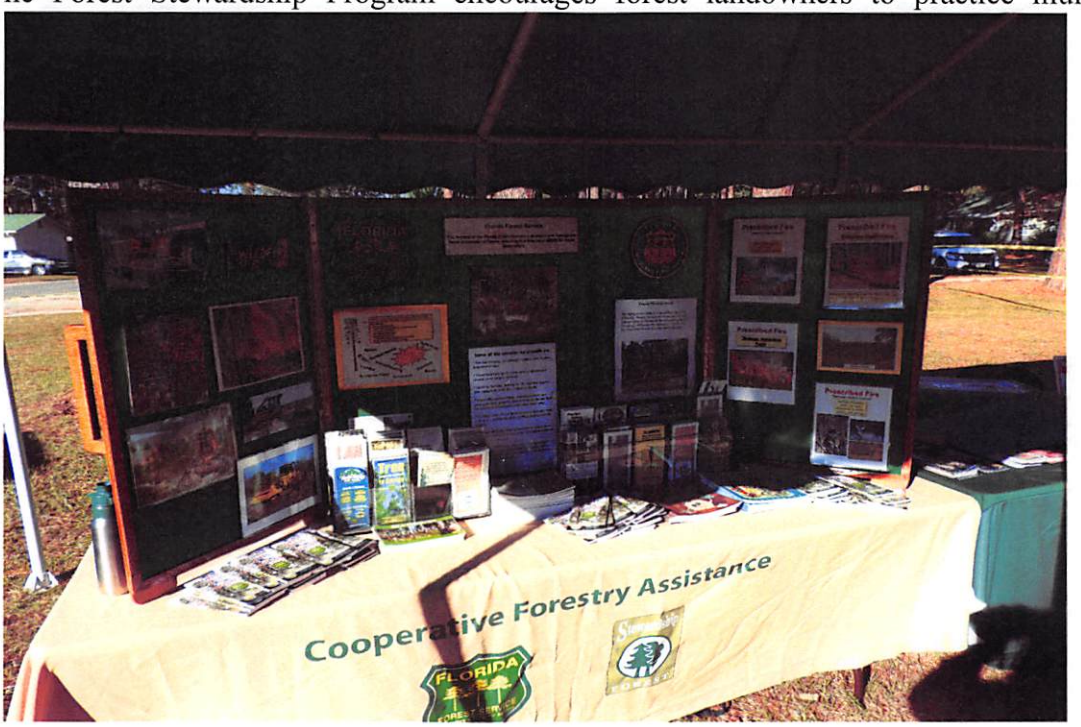
Forest Information and Education

Last fiscal year, Perry District personnel were actively involved in several forestry and environmental education activities. These activities included:

- the FFA State Forestry Contest which is held annually in Perry at the Taylor County IFAS Extension Complex and Forest Capital Museum State Park
- the FFA District 3 Contest at Gateway College in Lake City
- the FFA Forestry Summer Camp at O'Leno State Park
- participation in local festivals and events, including the Florida Forest Festival, Fiddler Crab Festival, and the Master Gardener's Annual Plant Sale to provide outreach and information .
- submission of news articles to local newspapers to keep Taylor County residents informed on various forestry related topics.

Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multiple-use



resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners owning more than 20 acres at no cost or obligation. New enrollment in this voluntary program this past fiscal year totaled one landowner with 307 acres. There are currently 71 Taylor County landowners enrolled in the program with total ownership of over 16,550 acres.

The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf and slash pine. Either longleaf pine or slash pine planting is specified due to the better resistance of these species to southern pine beetle. Of the seven applications received in Taylor County for this assistance funding during this period, none were approved. One contract requiring an extension of time from last year was completed.

The Environmental Quality Incentives Program (EQIP) is administered by the Natural Resources Conservation Service (NRCS). The Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices. As a result of the 2014 Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both the EQIP and CRP programs. Through a Memorandum of Agreement, the county forester provides technical advice on forestry practices under both the EQIP and CRP programs. One EQIP tree planting inspection requiring the services of the county forester were requested this period.

Forest Health

This year, for the first time in over a decade, there were several spots of southern pine beetle detected or reported in Taylor County. These all apparently begun as a single infestation months earlier, were unreported (we eventually found out about them by chance, as one of our pilots was transiting the area and spotted the activity), and eventually spread into an estimated



area encompassing about 120 acres. Several small spots (2 of 2 acres, one of 5 acres) subsequently developed around the periphery of this larger area. These smaller areas have been controlled; the large area is being allowed to run its course.

As in previous years, an annual aerial survey of the county was conducted in order to identify any major bark beetle infestations. Other than the activity referenced above, no additional spots of concern were identified.

The county forester performed five other forest health inspections relating to pine bark beetles in Taylor County during the past fiscal year, mostly in late 2016. As is commonly the case, all these were typical of the routine small outbreaks of the less aggressive species of bark beetles - including the Ips spp. engraver beetles and black turpentine beetles. These were all harvested or contained with little additional loss to forest resources.

Urban Forestry

For the 25th consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed.

Arbor Day was celebrated with tree-planting ceremonies at Perry Elementary School and a tree give-away program at the Perry's Farmer's Market complex in partnership with the Taylor County Master Gardeners.

State Lands Management

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County; however, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

Training

To better serve the residents of Taylor County, the county forester attended several training courses during the past fiscal year. These included instruction in groundcover restoration, herbicides, the iTree Canopy & Design application, and the Natural Resources Conservation Service's (NRCS) requirements for becoming a Technical Service Provider.

In addition, the county forester attended the Florida Forest Service's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Health – Herbicide Use and Damage

- Southern Pine Growth-and-Yield Model
- Longleaf Pine Ecosystem Geo-database
- Forest Stewardship reporting and mapping
- Regional Conservation Partnership Program (NRCS)
- Forest Stewardship reporting (SMART, PRISM)
- EQIP and CRP program updates and projections
- Tree Farm program updates
- Champion Tree program
- an overview of CFA program offerings and updates
- Regional Conservation Partners Program (NRCS)

In total, more than 50 hours of training were completed with the aim of providing better service to the residents of Taylor County.

Conclusion

The primary goal of the CFA program in Taylor County for the new fiscal year remains unchanged. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever increasing population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,

Jack Smith
Forest Area Supervisor
Florida Forest Service
618 Plantation Road
Perry, FL 32348
850-223-0781

Jared Beauchamp
Senior Forester
Florida Forest Service
203 West US 27
Mayo, FL 32066
850-661-2014

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider request to replace $8,350.00 of budgeted funds being expended in the 0160 – Courthouse Building & Grounds budget for repairs to the HVAC compressor and airflow improvements in 2nd floor courtroom area.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: Request to replace funds in 0160 budget

Fiscal Impact: $8,350.00

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Near the end of the fiscal year one of the compressors in the courthouse HVAC system failed and staff was notified that the air temperature in the 2nd floor courtroom area was not adequate. The delivery time for the compressor and airflow improvement materials placed the expenditure in the present year budget. The remaining funds in the 54610 repair and maintenance line item will not provide a sufficient amount for the monthly blanket purchase orders, or, general maintenance issues for the remainder of the year.

Staff respectfully requests that the board approve replacing $8,350.00 in line item 54610 of the 0160 Courthouse Building & Grounds budget.

Options:

1. Approve request
2. Deny the request

Attachments:

1. N/A

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**One year extension request for Roadside Mowing Contract**
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: Kerry Puhl, the current contract holder for Roadside Mowing is requesting to exercise the one year extension option for Roadside Mowing with no increase in current costs.

Recommended Action: Extend contract

Fiscal Impact: $16.24 per acre, approximately 1,100 acres of County Right of Way in 5 cycles.

Budgeted Expense: yes

Submitted By: Hank Evans

Contact: 838-3529

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Our current Roadside Mowing contract expires in March of 2018. Kerry Puhl Lawnworks , Inc. wishes to exercise the one year extension option at no increase in contract cost.

Options: Approve/Disapprove

Attachments: Request from Kerry Puhl, Inc.
Copy of current contract

October 16, 2017

Kerry Puhl Lawnworks Inc.
P. O. Box 566
Perry Florida 32348
Cell 850-843-0200
Home 850-584-4084

To: Taylor County Board Of County Commissioners,

Kerry Puhl Lawnworks Inc. would like to request to exercise the one year extension option for Roadside Mowing services in 2018, under the current contract, including pricing and terms to be the same.

Thank you in advance for this consideration.

Sincerely,

Kerry Puhl
President
Kerry Puhl Lawnworks, Inc.

received
10/17/17 LP

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The board to consider approval of a lease agreement to purchase a new fire truck over a term of five years and adoption of resolution authorizing the County Administrator to execute the agreement.
Meeting Date:	11/6/2017

Statement of Issue: Board to consider approval of lease agreement and proposed resolution.

Recommendation: Approval of lease agreement and resolution

Fiscal Impact: $ 74,019.63 x 5 years **Budgeted Expense**: Yes [x] No [ ] N/A [ ]

Submitted By: Dan Cassel

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As part of the 2017/2018 budget Fire Rescue has requested funding of $75,000 a year for the next five years to obtain a new fire apparatus. The budget request was approved by the board and funded the first year payment. Apparatus specifications were based on the Florida Sheriffs Association Cooperative Bid contract. Rosenbauer America was selected for experience and lowest bid on contract.

Options:

1.

2.

Attachments:

1. Proposed Lease Agreement
2. Proposed Resolution

leasing 2

October 24, 2017 Sent via Email: dcassel@taylorcountygov.com

Dan Cassel
Fire Chief
Taylor County Board of County Commissioners

Re: Financing for a Rosenbauer Freightliner M2-112 1800g CAFS Tanker

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:
- ✓ Please execute documents in **BLUE** ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

☐ ***Lease Purchase Agreement***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***
- Enter the date your resolution was adopted.
- Signed by Lessee's authorized signatory.
- Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.

☐ ***Exhibit B – Opinion of Lessee's Counsel***
- Printed on attorney's letterhead and signed by attorney. Original signature required.

☐ ***Exhibit C – Page Intentionally Blank***

☐ ***Exhibit D – Description of Equipment***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit E – Payment Schedule***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit F – Acceptance Certificate***
- Signed by Lessee's authorized signatory.

☐ ***Exhibit G – Essential Use/Source of Funds Letter***
- Enter a description of how the equipment will be used and the services it will provide.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit H – Designation of Bank Qualification***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit I – Notice and Acknowledgement of Assignment***
- Signed and dated by Lessee's authorized signatory.

☐ ***Insurance Coverage Requirement***

- Enter the name, address & phone number of your insurance agent.
- If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.

☐ ***Billing Information***

- Enter all of the requested information.

☐ ***Customer Identification Program Organized Entity***

- Enter all of the requested information.
- Signed by Lessee's authorized signatory.

✓ **POST FUNDING REQUIREMENT**

☐ ***IRS Form 8038-G (Form 8038-GC if the issue price is under $100,000)***

- We will email you this form for signature after the lease is funded.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: NOVEMBER 10, 2017

Email/fax to:
Donna Womack
dwomack@leasing2.com
Fax: (813) 258-9333
Phone: (800) 287-5155, Ext. 14

Overnight to:
Leasing 2, Inc.
1720 W. Cass St.
Tampa, FL 33606
(800) 287-5155

Alternate contact:
Brad Meyers
bmeyers@leasing2.com
Fax: (813) 258-9333
Phone: (800) 287-5155, Ext. 12

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
Taylor County Board of County Commissioners
108 N. Jefferson Street, Suite 102
Perry, FL 32347

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of November 15, 2017

This Lease-Purchase Agreement (the "Agreement") dated as of **November 15, 2017** by and between **Leasing 2, Inc.** ("Lessor"), and **Taylor County Board of County Commissioners** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:
WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS
Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.
"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.
"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.
"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.
"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.
"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.
"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.
"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.
"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE
Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:
(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.
(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.
(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.]
(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.
(j) Lessee shall not give up possession or control of the Equipment.
(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment.
(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

ARTICLE III LEASE OF EQUIPMENT
Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM
Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.
Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:
(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.
Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be

taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

(a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or

(b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or

(c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall , if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

(a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: Taylor County Board of County Commissioners

Execute:

By: _____
Ted Lakey

Title: County Administrator

Date: _____

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **Taylor County Board of County Commissioners**

DATE OF AGREEMENT: **November 15, 2017**

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

[Ladies and]Gentlemen:

As counsel for **Taylor County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **November 15, 2017** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida.**

2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

4. Applicable public bidding requirements have been complied with.

5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.

6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.

7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

_____

EXHIBIT C

PAGE INTENTIONALLY BLANK

EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Rosenbauer Freightliner M2-112 1800g CAFS Tanker, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

501 Industrial Park Drive

Perry, FL 32348

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Taylor County Board of County Commissioners**

By: _____
Ted Lakey

Title: County Administrator

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE:	Taylor County Board of County Commissioners
EQUIPMENT COST:	$348,116.00
COMMENCEMENT DATE:	November 15, 2017
INTEREST RATE:	2.83%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	2/1/2018	74,019.63	2,137.55	71,882.08	281,846.67
2	2/1/2019	74,019.63	7,828.47	66,191.16	213,463.97
3	2/1/2020	74,019.63	5,952.61	68,067.02	143,713.62
4	2/1/2021	74,019.63	4,023.59	69,996.04	72,568.26
5	2/1/2022	74,019.63	2,039.93	71,979.70	0.00
Grand Totals		**370,098.15**	**21,982.15**	**348,116.00**	

LESSEE: Taylor County Board of County Commissioners

BY: _____

TITLE: _____

DATE: _____

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **November 15, 2017**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted**: Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place**: The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

3. XX **Vendor will be paid in full prior to delivery of equipment**: A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Taylor County Board of County Commissioners**

By: _____
Ted Lakey

Title: County Administrator

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **November 15, 2017.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **November 15, 2017,** between **Leasing 2, Inc.** and **Taylor County Board of County Commissioners,** leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment: The apparatus will be used by Taylor County for emergency responses including but not limited to; fires, natural disasters, vehicle wrecks, medical response, technical rescue.

Sincerely,

Ted Lakey, County Administrator

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **November 15, 2017**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Taylor County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than $10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than $10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Taylor County Board of County Commissioners**

By: _____
Ted Lakey

Title: County Administrator

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Taylor County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **November 15, 2017**, between **Leasing 2, Inc.** ("Lessor") and **Taylor County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Taylor County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **City National Capital Finance, Inc.** or its Assignee.

City National Capital Finance, Inc.
25 West Flagler Street
Miami, FL 33130

LESSEE: **Taylor County Board of County Commissioners**

By: _____
Ted Lakey

Title: County Administrator

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Taylor County Board of County Commissioners**
108 N. Jefferson Street, Suite 102
Perry, FL 32347

RE: INSURANCE COVERAGE REQUIREMENTS **(Check one):**

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____ to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
$500,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Ted Lakey

Title: County Administrator

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: Dan Cassel

Company: Taylor County BOCC - Fire Rescue

Street Address or Box #: 108 N. Jefferson St. Suite 102

City, State, Zip: Perry , FL , 32347

County: Taylor

Telephone: (850) 838- 3522

Fax: (850) 838- 3524

Email Address: DCassel@taylorcountygov.com

Invoice Reference: Rosenbauer Freightliner M2-112 1800g CAFS Tanker

CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.
What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Taylor County Board of County Commissioners**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000879

Business Structure (check one): City Government:_____ County Government:_X_ Tax District:_____ Corporation:_____
Other, description:_____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: 108 N. Jefferson St. Suite 102
Address: _____
City: Perry
State: FL
Zip Code: 32347
State of Registration/Organization: FL

MAILING ADDRESS (if different from above)

Address: _____
Address: _____
City: _____
State: _____
Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Taylor County Board of County Commissioners

By: _____
Ted Lakey

Its: County Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO A LEASE/PURCHASE AND ESCROW AGREEMENT TO OBTAIN A FIRE TRUCK

WHEREAS, the Board of County Commissioners of Taylor County have been informed that the county Fire Department is in need of a fire truck, and

WHEREAS, the Board has determined that a true and very real need exists for the acquisition of a fire truck, said truck described in the Lease Purchase Agreement presented to the Board, and has further determined that the fire truck will be used solely for essential governmental (County functions), and

WHEREAS, THE Board has taken the necessary steps to arrange for the acquisition of the fire truck.

THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

1. That the terms of the Lease Agreement is acceptable to the Board, and authorizes the county Administrator to execute the Lease/Purchase Agreement with Leasing 2, Inc.

2. The Board authorizes the County Administrator, Ted Lakey to sign the Lease/Purchase Agreement with Leasing 2, Inc., to lease the said fire truck, a copy of the Lease/Purchase Agreement being attached and marked Exhibit "1".

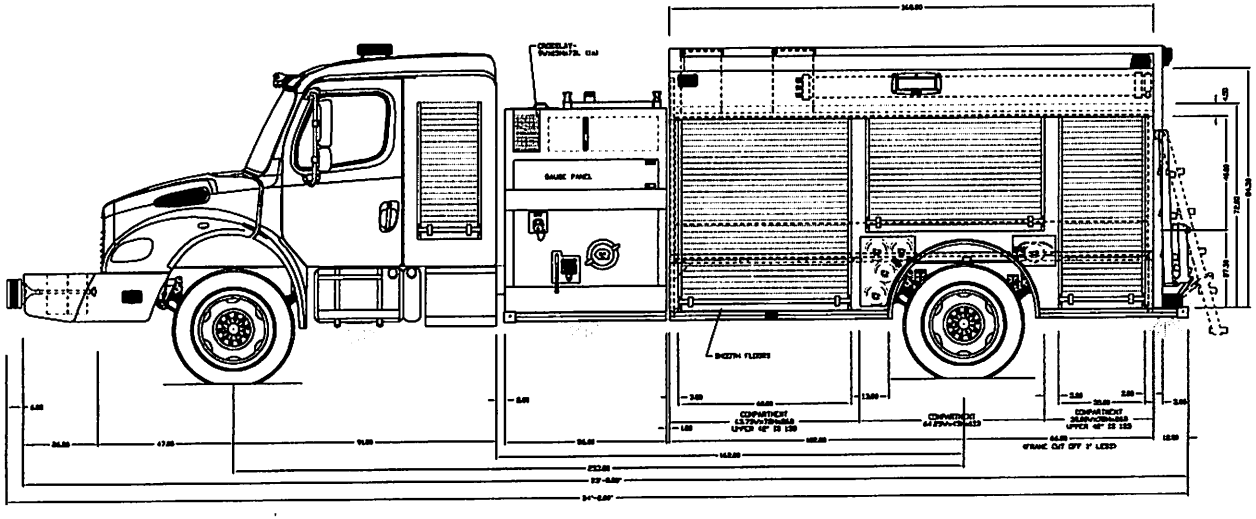
PASSED AND ADOPTED in regular session at Perry, Taylor County, Florida this _____ day of _____, 2017.

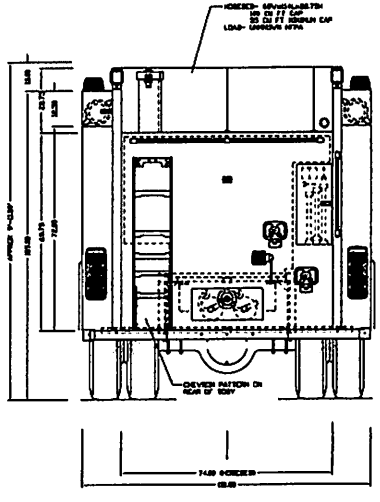
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

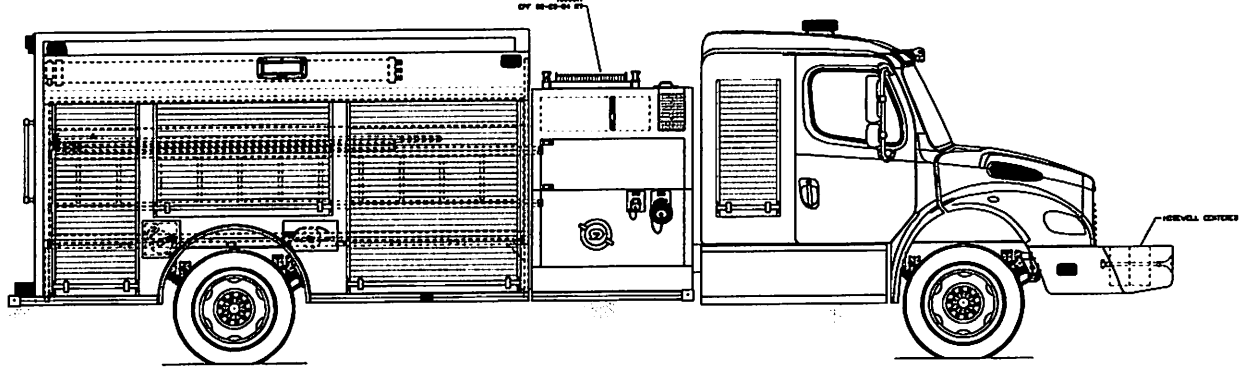
BY: _____
PAM FEAGLE, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk







NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
2. DO NOT SCALE DRAWING.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS

REVISED BY:	DATE: 10/31/17	
REVISED BY:	DATE: 9/27/17	
REVISED BY:	DATE: 8/14/17	
DRAWN BY:	DATE: 7/25/17	

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ROSENBAUER. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ROSENBAUER IS PROHIBITED.

APPROVED BY:

CHASSIS: FREIGHTLINER 2DR EXT	
PUMP: WATEROUS 1250 GPM	
TANK: POLY/1800/20(FOAM)	
PANEL MATL: LINE X	
COMP INTERIOR: SPATTER PAINTED	
MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	98"

TAYLOR CO., FL

rosenbauer

ROSENBAUER FX 1/8"

TAYLOR CO., FL

REV -

rosenbauer

October 10, 2017

Taylor County Board of County Commissioners
Taylor County Fire Rescue
201 East Green Street
Perry, FL 32347

Dear Chief,

Rosenbauer is pleased to submit this proposal to the Taylor County Board of County Commissioners for a Tanker Pumper per Taylor County Fire Rescue specifications and the **Florida Sheriff Association -Fire Rescue Vehicles Bid #FSA16-VEF12.0 Specification #16 Moble Water Supply Fire Apparatus**

Specification #16 base price	**$222,697.00**
Chassis upgrade to a M2 112 Freightliner	**$11,000.00**
Body upgrades	**$79,738.00**
CAFS (Compressed Air Foam System)	**$44,914.00**
Full Prepay Discount with 5 year Lease	**($10,233.00)**
Total Price Delivered and Trained	**$348,116.00**

Regards,

Mark E Smith

Mark Smith
Rosenbauer Florida

QUOTATION

Rosenbauer Direct - Florida

Taylor County Fire Rescue
Dan Cassel
501 Industrial Park Dr
Perry, FL
85-838-3522

Taylor County Fire Rescue
Dan Cassel
501 Industrial Park Dr
Perry, FL
85-838-3522

Quote No: Taylor Co FX pumper-0027
10/16/2017

PART NO	S	DESCRIPTION	QTY
		== Pumper/Tanker Bid Prep Forms - 601.170 06/01/17 ==	1
00-00-1100	S	> **Information Request Form (Factory Required)**	1
00-00-1200	S	> Chassis Information Summary (Factory Required) Freightliner M2 112 Extended	1
00-00-1300	S	**Taylor County Fire Rescue**	1
00-00-1499		Overall Height Restriction, NONE	1
00-00-1509		**Overall Length Restriction, NONE**	1
00-00-1519		Overall Width Restriction, NONE	1
00-00-1529		**Wheelbase Restriction, NONE**	1
00-00-1539		Angle of Approach, NFPA Minimum, 8 Degrees	1
00-00-1549		**Angle of Departure, NFPA Minimum, 8 Degrees**	1
00-12-1100		Financial Stability Response	1
01-06-0560		> **Electronic Stability Control**	1
01-07-0060		Technical Drawings, Representative Drawings (3-View) (Left/Right/Rear)	1
01-07-1100		**Change Orders**	1
02-00-0200		Proposal - South Dakota Division	1
02-02-0200		> **Pre-Construction Conference At Mfg.**	1
02-02-0300		> Inspctn Trip	1
02-03-0500		**ISO Compliance**	1
02-10-6000		Delivery (1501 to 1750 miles)	1
02-13-5020		**Demonstration (Dealer Supl'd)**	1
02-13-5030		Delivery	1
		== Pumper/Tanker Warranties - 601.170 06/01/17 ==	1
01-16-0150		> Warranty, Apparatus, Body Warranty, 1 Year	1
01-17-0750		**Pump Warranty, Waterous, 5 Years**	1
01-17-1050		Plmbg Warranty, Stnls Stl, 10 Years	1
01-18-0250		**Warranty, Foam Tank, UPF**	1
01-18-0450		Warranty, Water Tank, UPF	1
01-19-0250		**Warranty, Bdy, Alum, 5 Years**	1
01-19-2800		Warranty, Subframe, Lifetime Galv	1
01-20-0500		**Warranty, Paint, PPG, 10 Year Pro Rated**	1
01-21-0150		Warranty, Lettering and Striping, 1 Year	1
01-33-3100		**Mnls, Bdy Complete, 1 Set Printed With CD**	1
01-33-3400		Mnls, Bdy Complete, Electronic Internet Service	1
01-33-3710		**In Process Photos**	1
02-90-1900		> Chassis Supl'd By Rosenbauer SD	1
		== Use Drop Down For Chassis Options - 822.016 08/22/16 ==	1
		== Pumper/Tanker-DC Electrical System - 601.170 06/01/17 ==	1
50-02-1000		> **Elecal, Base, Standard, W/Load Mgmt**	1
50-05-1510		Electrical Jct Box, Weather Resistant	1
50-10-1750		**Load Manager, KUSS, Load Manager 2**	1
50-12-1200		**Swtch Panel, Cab Dash**	1

PART NO	S		DESCRIPTION	QTY
50-15-1100			Batteries, With Supl'd Chs	1
50-15-3100			**Battery Swtch, Mstr Disconnect , Chs Sppld**	**1**
50-15-5400			Battery Chrgr, KUSS, Autocharge 12 091-165-12	1
50-16-1100			**Display, Bar Graph, Sngl Battery Bank 091-199-001**	**1**
50-20-1124	S	<	S.O.R. / Shore Power Inlet, Below Left Front Extended Cab Area, Commercial	1
50-20-1500		>	**Shore Power Inlet, KUSS Super Auto-Eject 20A**	**1**
50-41-3000			**Air Horns, (2) Rcsd, One Ea Side Bumper, 24.5" Stuttertone, Chrome**	**1**
50-43-2000			Air Horn Cntrl, Driver, Horn Ring, Air/Elec	1
51-00-1100		<	12V Power/Ground, 20A, Ext Compt	1
51-00-1700			**12V Power/Ground, 30A, Radio Lctn**	**1**
51-00-1800			12V Power/Ground, 30A, Rr Cab Cabinet	1
51-00-4000			Switched Power, Thru Master	1
51-00-4000			**Switched Power, Thru Master**	**1**
51-00-4000			Switched Power, Thru Master	1
51-05-6200			Lt, Engine Cmpt, 12 Volt LED, w/Switch	1
51-05-6400			**Lt, Pump Cmpt, 12 Volt LED With Swtch**	**1**
51-05-9000			Switch on Light Head	1
51-05-9000			**Switch on Light Head**	**1**
51-15-3130			**Fldlt, Whelen, Pioneer Plus PFP2, Dual Lt, Cab Brow Mt**	**1**
51-20-3100		>	**Fldlt, Mntg Lctn, Front Edge Of Cab Roof**	**1**
52-01-1200			**Back Up Alarm**	**1**
52-02-4100			**Back Up Camera, FRC Rear Camera System, True Sight BCA111-A00**	**1**
52-08-1009			**Hand Lights, NFPA Compliance - Spl'd/Instl'd by DEPT**	**1**
52-15-1200		>	Radio Antenna Base, Supply and Install, Ea	1
52-41-1100		>	**Recorder, Vhcl Data Recorder, Class I**	**1**
52-41-1200		>	Seat Belt Warning System, Class I	1
52-41-1210		>	**Display, Seat Belt Warning (small), Class I**	**1**
53-01-1200			Marker Lts, LED, DOT Requirements	1
53-01-3000			**Marker Lts, Flex Arm, Britax, Pair**	**1**
53-02-1300			License Plate Brkt, Stainless, No Lt, Rr	1
53-03-0065			**Whelen Rr DOT LED Ltng Pkg M6**	**1**
53-03-2750			Tail/Brake Lts, Whelen, LED, M6 (Pair)	1
53-04-2750			**Turn Signals, Whelen, LED w/ Arrow, M6 (Pair)**	**1**
53-06-3550			**Backup Lts, Whelen, LED, M6 (Pair)**	**1**
53-07-1210			Tail Lt Bezel, 4 Lts, Whln M6 (Pair), ABS Chrome	1
54-02-1400			Ground Lts, Cab, 2 Door, LED Pair	1
54-03-1200			**Ground Lts, Pump Panel, LED, Pair**	**1**
54-03-1600			Ground Lts, Rr Step, LED, Pair	1
54-04-1999			**Lt Swtch , Ground Lts w/ Park Brake**	**1**

PART NO	S	DESCRIPTION	QTY
54-10-1450		**Step Lt, Rr Tailboard, LED, Ea**	**2**
54-11-2100		Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch	1
54-12-1420		**Deck Lts, Code 3, LED, 2-Fldlts #CW2451, Black**	**1**
54-12-1918		Deck Lts, Rr Of Hosebed	1
54-12-3010		**Deck Lt Swtch , Wired Park Brake Swtch**	**1**
54-15-1376	>	Scene Lt, Whln, Pioneer Plus S-LED, PFP2R15, Dual Pnl, Rcsd, Blk	2
54-15-1460		**Scene Lt, Mntg Plate, Tread Plate**	**1**
54-15-1460		Scene Lt, Mntg Plate, Tread Plate	1
54-15-5500	**<**	**Scene Lt Lctn, Left Side Of Bdy**	**1**
54-15-5600	<	Scene Lt Lctn, Right Side Of Bdy	1
54-15-6002		**Scene Lt Swtch , Front Scene Lts, Cab Switch Panel**	**1**
55-11-1200	>	Dr Open/Hazard Wrn Lt, Flashing Red Lens	1
56-01-1700	**>**	**Siren, Elect, Whelen 295HFS2**	**1**
56-02-1650		Spkr Grille, Stnls Stl, "R"	2
56-02-1710		**Spkr, Whelen SA314B, 100 Watt, Blk**	**2**
56-03-1400	<	Spkr Lctn, Bumper, Rcsd, One Ea Side	2
56-06-0500	**< >**	**Siren, F-S, Q2B-NN Mech, Bumper, Partially Rcsd, Left Side**	**1**
56-07-1300		Siren Cntrl, F-S, Q2B, Driver's Side Foot Swtch	1
57-02-1210	**>**	**Lt Bar, Whelen, Ultra Freedom IV, #F4N0VLED, LED, 60"**	**1**
57-10-0600		**Lightbar Cntrl, with Master Warning Switch**	**1**
57-20-1000		Wrn Lt, Drvr, Whelen, M2, Red LED, Color Lens, Ea	1
57-20-1001		**Wrn Lt, Offcr, Whelen, M2, Red LED, Color Lens, Ea**	**1**
57-20-1200		Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea	1
57-20-1200		**Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea**	**1**
57-20-1200		Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea	1
57-20-1201		**Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea**	**1**
57-20-1201		Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea	1
57-20-1201		**Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea**	**1**
57-20-1210		Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
57-20-1210		**Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea**	**1**
57-20-1211		Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
57-20-1211		**Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea**	**1**
57-20-8210		Wrn Lt, Drvr, Whelen, R316 Rota Beam LED Rotator Red Clear Lens, Ea	1
57-20-8211		**Wrn Lt, Offcr, Whelen, R316 Rota Beam LED Rotator Red Clear Lens, Ea**	**1**
		CAB WARNING LTS	**1**
58-01-1200		**Housing, Step, Wrn Lts (1 pair)**	**1**
58-01-2140		Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
58-01-2140		**Flange, Chrome, Wrn Lt, Whln, M6, Ea**	**2**
58-01-2140		**Flange, Chrome, Wrn Lt, Whln, M6, Ea**	**2**
58-01-2140		Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
58-03-2000		Wrn Lts, Whelen, Low Frnt, (2) M6 LED	1
58-09-2000		Wrn Lts, Whelen, Intrsct (2) M6 LED	1
58-26-2400	**< >**	**Wrn Lts, Whelen, Low Mid Bdy (2) M2 LED, in Rub Rail**	**1**

PART NO	S		DESCRIPTION	QTY
58-36-2000			Wrn Lts, Whelen, Low Rr Side (2) M6 LED	1
58-46-2000			**Wrn Lts, Whelen, Upper Side Front (2) M6 LED**	**1**
58-71-1830			**Wrn Lts, Whelen, Upper Rr (2) S-LED Rota-Beam R316*F**	**1**
58-74-5100			Stanchions, Rr Wrn Lt, Cast Alum	1
58-81-2000			Wrn Lts, Whelen, Low Rr (2) M6 LED	1
			== Pumper/Tanker-Chassis Modifications - 601.170 06/01/17 ==	**1**
09-01-1510		>	Relocate Fixed Officer Seat - Rear to Extended Cab	1
09-01-1520		>	**Officer Flip Up Seat SCBA**	**1**
09-01-1530		>	Med Cabinet, Left, Bhnd Cab Door, Rollup Dr Outside	1
09-01-1540		>	**Med Cabinet, Right, Bhnd Cab Door, Rollup Dr Outside**	**1**
10-02-1100			**Label, Data, Fluid Levels**	**1**
10-02-1200			Label, Data, Height x Length, Weight	1
10-02-1300			**Label, Data, "No Ride" Rr Step**	**1**
10-02-2100			Label, Indicating Number of Seats	1
10-02-2500			**Label, "Caution: Do Not Wear Helmet While Seated"**	**1**
10-03-6000			Tow Plates (2), Rr Frame Rail, Under Step	1
10-04-2172			Bumper Ext, 26", By Bdy Bldr	1
10-04-2370			**Bumper Gravelshield, 26", By Bdy Bldr**	**1**
10-04-2550	S	< >	S.O.R. / Full Width Hosewell	1
10-04-2948			**Grating, Bumper Cmpt, Turtle Tile, Full Width Cmpt**	**1**
10-04-3180			Bumper Cmpt Door, Alum T/P, Raised Full Width	1
10-04-3280			**Bmpr Cmpt Lt, Whln Fluorent Plus, 45" LED Clr, Auto, w/Dr Opn Indctr, Ea**	**1**
10-05-9120			Tow Hooks Painted Below Forward Mount (pair)	1
10-06-1600			**Tire Pressure Indicator, Sngl Axle, Commercial, p/n RWTG1235**	**1**
10-07-0100			Exhaust Supplied With Chassis	1
10-08-2100			**Mud Flaps, Rr Whls, Blk, w/ Bdy**	**1**
10-10-1440			**Cab Step Enclsr, Freightliner, 2 Dr LH Side**	**1**
10-10-1460			Cab Step Enclsr, Freightliner, 2 Dr RH Side	1
10-12-6300		<	SCBA Brkt, Cab Seat, Zico "NFPA" Restraint, Ea	2
10-13-3520			**Exterior Finish, Cabinet, DA Sanded**	**1**

PART NO	S	DESCRIPTION	QTY
10-13-3520		Exterior Finish, Cabinet, DA Sanded	1
10-13-3560		**Interior Finish, Cabinet, DA Sanded**	**1**
10-13-3560		Interior Finish, Cabinet, DA Sanded	1
10-19-3010		**Air Auto-Eject, Inlet, Cab Exterior, Left Step #091-28**	**1**
80-43-2400		Painting, Tow Plates, Blk	1
		== Midship Pumper/Tanker Pump & Plumbing - 601.170 06/01/17 ==	**1**
20-23-2120	>	**Pump Flow Rtng, Waterous, CXC20, 1250 GPM**	**1**
20-23-2200		Pump, Waterous, CXVC20, 1 Stage, Midship	1
20-26-2200		**Pump Seal, Mech, Waterous**	**1**
20-26-2300		Pump Impeller, Waterous, Standard Hubs	1
20-26-3200		**Pump Shift, Waterous, Elec/Pneumatic Operated**	**1**
20-29-1200	>	Primer, Trident Air Primer, Automatic	1
20-29-1250		**Primer Control - Main Pump Rocker Switch**	**1**
20-30-3100		Pump Instln, Midship Split-Shaft, By Bdy Bldr	1
20-31-1000		Fire Pump Testing - Pumpers/Tankers	1
20-31-1100		**Pump Test, Pumper, UL**	**1**
20-31-1500		Pump Test, Label	1
20-31-3600		**Dump-Relief Vlv, Suction Side, TFT A18**	**1**
20-31-4100		Pump Cooler, Bypass-To-Tank, 3/8"	1
20-31-5200		**Heat Exchanger, Engine, Complete**	**1**
		STAINLESS STEEL PUMP PLUMBING *	**1**
21-00-2000		Screens/Anodes, Pump	1
21-00-3300		**Piping, Stnls Stl - 1250 GPM & Up**	**1**
21-01-0200	>	Pump Drain, Master, Manifold, Push Pull Type	1
21-01-2200		**Drain/Bleeder, Class 1, Automatic**	**2**
21-01-2202		Drain/Bleeder, Class 1, Automatic - Spec Only	1
21-01-2202		**Drain/Bleeder, Class 1, Automatic - Spec Only**	**1**
21-01-2500		Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
21-01-2500		**Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn**	**1**
21-01-2502		Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
21-01-2502		**Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only**	**1**
21-01-2502		Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
21-01-2502		**Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only**	**1**
21-01-5500		Intk Manifold, Stnls Stl	1
21-01-6500		**Dschg Manifold, Stnls Stl**	**1**
21-01-7100		Painting, Pump & Piping, Silver	1
21-01-8100		**Threads, National Hose (NST)**	**1**
22-03-1600		**Intk, Ungated, 6", LH Side**	**1**
22-03-2600		Intk, Ungated, 6", RH Side	1
22-12-1100		**Intk, Aux, Gtd, 2-1/2", NST, Left Side**	**1**

PART NO	S	DESCRIPTION	QTY
22-41-1100		Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1
22-41-5710		Cap, 6", LW Alum, Long Hndl	1
22-50-0100		Single Tank to Pump Control - Pump Operator's Panel	1
22-51-5210		> Tank-To-Pump, Water Tank, 3" Vlv/4" Piping, Midship, Pmpr/Tnkr	1
22-55-4012		Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	1
22-55-4012		Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	1
22-55-4050		Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	1
23-02-1300		Tank Fill/Cooling Line, Water Tank, 2"	1
23-05-4200		> Dschgs, (2) 1-1/2" NST Frnt Bmpr Crosslays, (200' X 1 3/4" Hose Capacity Ea)	1
23-07-2100	S	< Crosslay Dschg, (1) 2-1/2", Over Pump Panel, NST 200 ft of 2-1/2-in each	1
23-08-3300		Crosslay Cvr, Alum T/P, Sngl, W/Vinyl End Flaps (Non NFPA Walking Surface)	1
23-08-4130		Crosslay Trim, Alum Angles, Both Sides	1
23-08-5019		Crosslay Dschgs, Over Pump Panel, Normal Height	1
23-09-4100		Dschg, 2-1/2", Left Side, Pump Panel, NST	1
23-10-4100		Dschg, 2-1/2", Right Side, Pump Panel, NST	1
23-10-5200		Dschg, 3" x 4"NST, Right Side, Pump Panel, NST	1
23-12-2200		Dschg, 2-1/2", Right Front Hosebed, NST	1
24-02-1200		Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
24-02-1200		Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
24-02-2600		Elbow, LW Alum, 5" Storz x 4"F	1
24-03-1400		Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
24-03-1400		Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
24-03-2200		Cap, LW Alum, 5" Storz, w/Cable	1
24-11-3200		Monitor Dschg, 3", Over Midship Pump Enclsr, NPT	1
24-30-3100		> Hose Reel, HAN, Elec, Mt Abv Pump, Stl Pntd	1
24-31-2100		Hose Reel, Rwnd Cntrl, Weatherproof Push Button	1
24-32-1200		Dschg, Hose Reel, 1"	1
24-32-1700		Dschg, Hose Reel, Plmbd to Normal Pressure	1
24-33-1800		Hose, Water, 800#, 1-in x 200-ft, Two (2) 100-ft Lengths	1
24-33-9200		Roller, Hose Reel, RH Side	1
24-53-0020		> Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
24-53-0020		> Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
24-53-0020		> Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
24-53-0020		> Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
24-53-0020		> Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	2
24-53-0020		> Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
24-53-2200		Dschrg Vlv Cntrl, 3", Handwheel - Linear Actuated	1
24-53-2200		Dschrg Vlv Cntrl, 3", Handwheel - Linear Actuated	1
24-61-1100		Vlv Mfger, AKR, 8000, (1")	1
24-61-1200		Vlv Mfger, AKR, 8000, (2")	2
24-61-1250		Vlv Mfger, AKR, 8000, (2-1/2")	1
24-61-1250		Vlv Mfger, AKR, 8000, (2-1/2")	1

PART NO	S	DESCRIPTION	QTY
24-61-1250		Vlv Mfger, AKR, 8000, (2-1/2")	1
24-61-1250		**Vlv Mfger, AKR, 8000, (2-1/2")**	**1**
24-61-1300		Vlv Mfger, AKR, 8000, (3")	1
24-61-1300		**Vlv Mfger, AKR, 8000, (3")**	**1**
24-62-1200		Vlv Mfger, AKR, 8000, (2")	1
24-62-1250		**Vlv Mfger, AKR, 8000, (2-1/2")**	**1**
24-62-1300		Vlv Mfger, AKR, 8000, (3")	1
25-07-7200		**Foam System, Waterous Aquis 3**	**1**
25-11-1110		> Foam CAFS, Waterous, Eclipse ES w/ Digital Air Flow Meter	1
25-11-1190		**> Controller, Overspeed, CAFS Compressor**	**1**
25-19-0510		< > Dschg, CAFS, 1-3/4", Elec Air Cntrl, Specify Lctns & Quantity	3
25-20-1200		**Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv**	**1**
25-21-1300		Foam Tank, Intgrl Poly, 20 Gal, Class A	1
25-22-9300		**Foam Tank, UPF**	**1**
25-23-1000		Foam Tank Drain, 1" Gate Vlv, Under Tank	1
27-02-1500		**> Gauge, Dschg, IC, 2-1/2" 400#, WF**	**1**
27-02-1500		> Gauge, Dschg, IC, 2-1/2" 400#, WF	1
27-02-1500		**> Gauge, Dschg, IC, 2-1/2" 400#, WF**	**1**
27-02-1500		> Gauge, Dschg, IC, 2-1/2" 400#, WF	1
27-02-1500		**> Gauge, Dschg, IC, 2-1/2" 400#, WF**	**1**
27-02-1500		> Gauge, Dschg, IC, 2-1/2" 400#, WF	1
27-02-1500		**> Gauge, Dschg, IC, 2-1/2" 400#, WF**	**2**
27-02-1500		> Gauge, Dschg, IC, 2-1/2" 400#, WF	1
27-10-3400		**> Pressure Gvrnr, FRC, In-Cntrl, w/Bdy, TGA300**	**1**
27-36-1100		**Foam Tank Gauge, FRC TankVision Pro 300, Class A, Pump Panel #WLA360-A00**	**1**
29-20-5600		Vinyl Cover, Color, RED	1
80-43-1600		**Painting, Hose Reel, Silver Grey**	**1**
		== Pumper/Tanker-Side Mount Pump Compt - 601.170 06/01/17 ==	**1**
26-02-2300		> Pump Enc, Side Mt, Extrd Alum, 50-59"W, Crslys	1
26-30-1100		Rng Brd, LH Pump Panel, Alum T/P, SM	1
26-30-1150		**Rng Brd, RH Pump Panel, Alum T/P, SM**	**1**
26-31-3200		Pump Side Access Door, Upper RH, Alum T/P	1
26-35-1100		**Pump Panel, Bltd, LH**	**1**
26-35-1200		Pump Panel, Bltd, RH	1
26-35-5100		**Pump Panel, Line X, LH/RH, SM**	**1**
26-55-1100		Labels, Test Data and Safety Placards	1
26-55-2400		**Labels, Innovative Controls Color Coded**	**1**
26-56-1125		Pump Panel LED Lts, (3) Tecniq E10-W0001-1, Midship LH w/ Sw on Pmp Oprtr's Pnl	1
26-56-1225		**Pump Panel LED Lts (2), Midship RH, Tecniq E10-W0001-1**	**1**
26-56-2000		Pump Panel Lt (1), Actuated w/Pump Engagement	1

PART NO	S	DESCRIPTION	QTY
27-01-1500		**> Mstr Gauges, IC, 4" PSI, Pr**	**1**
27-01-4100		> Gauge, Test Taps	1
27-35-1100		Water Tank Gauge, FRC, TankVision Pro 300, Pump Panel WLA300-A00	1
27-35-6100	**<**	**Water Tank Gauge, Whelen PS TANK LED, Level Lts, Pair, FRC**	**1**
27-37-1100		**Air Horn, Push Button, Pump Panel**	**1**
		== HLHD/HRHD Single Axle Pumper/Tanker - 601.170 06/01/17 ==	**1**
22-55-4050		Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	1
24-62-1250		**Vlv Mfger, AKR, 8000, (2-1/2")**	**1**
25-25-0060		**Water Tank, "T" Tank**	**1**
25-26-1800		Water Tank, 1800 Gal, Pmpr/Tnkr , Poly	1
25-42-1100		**> Water Tank, Base Specs, Poly**	**1**
25-42-1200		Water Tank, Manufacturer, UPF, Poly	1
25-44-1400		**Water Tank, Fill Tower, 10" x 10", <3500 Gals**	**1**
25-50-2500		> Direct Tank Fill, 2-1/2" Right Rr	1
25-50-2670		**> NH 2-1/2" Swivel, Plug & Screen**	**1**
25-50-3100		Direct Tank Fill, Elbow w/Drain	1
29-00-1300		**Hosebed, Pmpr, <180" L, 74" Wide**	**1**
29-10-1000	<	Hosebed, Grating, Extrd Alum, <180" Long	1
29-10-5100		**Hosebed, Strge Cpcty, 55 Cubic Feet, Minimum**	**1**
29-10-8100		Hosebed, Divider, 1/4" Alum	2
29-10-8700		**Full Width Alum Bulk Head Behind Fill Towers**	**1**
29-20-2000		> Hosebed Cvr, Vinyl, <180" L, <74" W, Velcro	1
29-20-5600		**Vinyl Cover, Color, RED**	**1**
30-01-1800		Bdy Const - Rosenbauer FX - 1/8" Alum - Sngl Axl Pmpr/Tnkr	1
30-01-2250		**Electrolysis Corrosion Cntrl**	**1**
30-02-1150		Roll-Up Drs - ROM Mfg	1
30-02-2200		Smooth Alum Compt Floors	1
30-10-1010		**Sub Frame, Hot-Dip Galv (Design Notice)**	**1**
30-10-1100		Sub Frame, Hot-Dip Galv	1
31-01-1300		**Bdy, Frmd Alum, Pmpr/Tnkr , Up to 220"**	**1**
31-01-2135		102" OAW, 13-26" Half Dpth Both Sides, SA HL/HR	1
32-03-0070		**> Cmpt Height, 72" High Left**	**1**
32-03-1070		> Cmpt Height, 72" High Right	1
32-04-1330		**Pntd Roll Up, HL/HR**	**1**
32-05-1125		**Ahd Rr Whls - Full Ht Comp't - Roll Up Door - Painted**	**1**
32-05-1360		Upr Hgh Sde - Sgle Comp't - Roll Up Door - Painted	1
32-05-1725		**Bhnd Rr Whls - Full Ht Comp't - Roll Up Door - Painted**	**1**
32-06-1125		Ahd Rr Whls - Full Ht Comp't - Roll Up Door - Painted	1
32-06-1460		**Upr Hgh Sde - Sgle Comp't - Roll Up Door - Painted**	**1**
32-06-1725		Bhnd Rr Whls - Full Ht Comp't - Roll Up Door - Painted	1

PART NO	S	DESCRIPTION	QTY
32-08-0500	<	Rr Center Low Compt - Btwn Frame Rails	1
32-08-0900		**Rr Center Compt Door - Smooth Alum**	**1**
33-60-1100		Rr Bdy, Flat Back	1
33-61-1300		**Rr Step, Pmpr-Tnkr Bdy, Bolt-On, 12"**	**1**
44-06-2200		**Whl Well Panel, Alum Pntd, Sngl Axle - Alum**	**1**
44-06-4100		Fenderette, Polished Aluminum	1
45-01-1050		**Shelving Tracks, (2) Unistrut, Alum**	**1**
45-01-1050		Shelving Tracks, (2) Unistrut, Alum	1
45-01-1050		**Shelving Tracks, (2) Unistrut, Alum**	**1**
45-01-1050		Shelving Tracks, (2) Unistrut, Alum	1
45-01-1050		**Shelving Tracks, (2) Unistrut, Alum**	**1**
45-01-1050		Shelving Tracks, (2) Unistrut, Alum	1
45-02-1200	<	Shelf, Adjust, Alum 1/8"	2
45-02-1200	**<**	**Shelf, Adjust, Alum 1/8"**	**2**
45-02-1200		Shelf, Adjust, Alum 1/8"	1
45-02-1200		**Shelf, Adjust, Alum 1/8"**	**1**
45-02-1200	<	Shelf, Adjust, Alum 1/8"	2
45-06-1100		**> Slide Tray, 500#, Alum 3/16",EZ Slide**	**1**
45-18-1100		Tool Board, Swing Out, 250#, 3/16" Alum	1
55-01-4110		Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")	1
55-01-4110		**Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")**	**1**
55-01-4155		Cmpt LED Strip Lt, (2) Ea Cmpt (approx 48")	1
55-01-4155		**Cmpt LED Strip Lt, (2) Ea Cmpt (approx 48")**	**1**
55-01-4155		Cmpt LED Strip Lt, (2) Ea Cmpt (approx 48")	1
55-01-4155		**Cmpt LED Strip Lt, (2) Ea Cmpt (approx 48")**	**1**
55-02-1200		Cmpt Lt, Ceiling, LED, (1) Ea Cmpt	1
55-06-1100		**Cmpt Lt, Dr Swtch, Auto, Ea**	**1**
55-06-1100		Cmpt Lt, Dr Swtch, Auto, Ea	1
55-06-1100		**Cmpt Lt, Dr Swtch, Auto, Ea**	**1**
55-06-1100		Cmpt Lt, Dr Swtch, Auto, Ea	1
55-06-1100		**Cmpt Lt, Dr Swtch, Auto, Ea**	**1**
55-06-1100		Cmpt Lt, Dr Swtch, Auto, Ea	1
55-06-1100		**Cmpt Lt, Dr Swtch, Auto, Ea**	**1**
90-02-2900		**Compt Door, Alum Treadplate**	**1**
90-02-2900		Compt Door, Alum Treadplate	1
90-02-2920		**Compt Door, Smooth, With Chevron**	**1**
90-02-3500		Ladder Strge, Vrtcl Slide In, Right Rr Bdy	1
90-02-5310		**Ladder Mtg, Fldg Attic, Internal**	**1**
90-03-0225		Ladders, Ground, Provd'd By Bdy Bldr, SD	1
90-16-5400		**Pike Pole Mtg, In Ladder Tunnel, Ea**	**2**
90-25-3199		Non-Bdy Bldr Suppl'd Suction Hose, Flex, PVC, 6"x10'-MN	2
90-25-6120		**Non-Bdy Bldr Supl'd Sctn Hse Cplgs, Alum, LH FM x RLM-MN**	**2**
90-25-7750		Suction Hose Compt, Abv Comp'ts, Left Side Pntd Smooth (Ea)	1
90-25-7850		**Suction Hose Compt, Abv Comp'ts, Right Side Pntd Smooth (Ea)**	**1**
90-25-9300		> Suction Hose Provd'd By, Purchaser/Fire Department	1
		== Pumper/Tanker-Common Body Parts - 601.170 06/01/17 ==	**1**
		Rr BODY DESIGN - PUMPER/TANKER	**1**
33-62-4220		**Steps, Fldg, Rear, Right Hand (2), Integral LED Lts**	**1**
33-66-1140		Steps, Fldg, Frnt, Left Hand (3), Integral LED Lts	1
33-70-1500		Handrails, Rr Step, Vert, 48", Three (3) - (2) on EZ Climb & (1) Opposite Side	1
33-70-2100		**Handrails, Pmpr, Below Hosebed, Horz, 48"**	**1**

PART NO	S	DESCRIPTION	QTY
38-90-2050		**Access Ladder, Rosenbauer EZ Climb, Left Rr**	**1**
44-01-1450		Bdy Trim, Frnt Cmpt, Ht of Side Cmpts, Alum T/P	1
44-01-4000		Bdy Trim, Entire Rr Bdy, Smooth for Chevron Stripe	1
44-02-1100		Rub Rails, Lwr Bdy, Extrd Alum	1
44-02-2000		**Rub Rails, Spacers, Nylon**	**1**
44-10-3020		**> Whl Well Cmpt, Four (4) SCBA Tube, Brshd S/S Dr**	**1**
44-10-4100		> Whl Well Cmpt, Extngshr, Brshd S/S Dr	1
44-10-4510		**> Whl Well Cmpt, Full SCBA w/Harness, Brshd S/S Dr**	**1**
44-10-4510		> Whl Well Cmpt, Full SCBA w/Harness, Brshd S/S Dr	1
44-10-6000		**Whl Well Compt, SCBA Compt Straps**	**2**
44-10-6000		Whl Well Compt, SCBA Compt Straps	4
44-10-6000		**Whl Well Compt, SCBA Compt Straps**	**1**
44-10-6000		Whl Well Compt, SCBA Compt Straps	2
44-11-5100		**Whl Well Prvsns, Ahd of Whls Left Side**	**1**
44-11-5300		Whl Well Prvsns, Bhnd Whls Left Side	1
44-11-5500		**Whl Well Prvsns, Ahd of Whls Right Side**	**1**
44-11-5700		**Whl Well Prvsns, Bhnd Whls Right Side**	**1**
		== Pumper/Tanker-AC Electrical System - 601.170 06/01/17 ==	**1**
60-25-1500		**< > Rcptcl, 120V, 20 Amp, 6-Plug Strip Rcptcl**	**1**
60-26-1100		**> Rcptcls (Shoreline Wired)**	**1**
		== Pumper/Tanker-Equipment Systems - 601.170 06/01/17 ==	**1**

PART NO	S	DESCRIPTION	QTY
		== Pumper/Tanker - Single Axle - Pnt/Ltr/St - 601.170 06/01/17 ==	1
80-05-1200		Bdy Paint, Sngl Axle, Pmpr/Tnkr - Sngl Color	1
80-06-1100	<	Apparatus Color	1
80-33-1200	>	Compt Finish, Swirl, Up to 8 Cmpts	1
80-39-2000		Shelf/Tray/Divider/Toolboard Finish - Match Compt Interior, EA (Non Line-X)	1
80-40-1100		Whls, Alum, By the Chassis Manufacturer	1
80-42-1500		Bdy Paint, Touch Up, 2 oz. Bttl, One Color	1
80-43-2995	>	Blacked Our Items- Line-X/Paint	1
80-43-2998		=== NO Black Out Items - Addl - Pick to Select ===	1
80-44-1100		Undercoating, Cab, 2 Door, Comm	1
80-44-1400		Undercoating, Bdy, Sngl Axle	1
80-50-1700		Lettering, 4" Mylar Gold Leaf, 50 Letters	1
80-50-3700	>	Lettering, 8-12" Scotchlite Reflect, 50 Letters	1
80-71-1300	>	Stripe, Triple Reflective, 1" x 4" x 1" Large "Z" Design	1
80-72-1000		Stripe, Reflective, Chevron Pattern Frnt Bmpr Red/Yellow	1
80-72-1100		Stripe, Reflective 3M, Chevron Pattern Entire Rr Red/Yellow	1
80-75-1600		Reflective Stripe Material, White	1
		== Pumper/Tanker - Loose Equipment - 601.170 06/01/17 ==	1
90-03-3300		Ladder, Roof, Duo-Safety, 14' Alum 775-A	1
90-06-4600		Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A	1
90-08-2600		Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A	1
90-21-1000		SCBA Mntg Brkts, NFPA Compliance - Spl'd/Instl'd by DEPT	1

PART NO	S	DESCRIPTION	QTY

20

TAXLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review Disaster Debris Monitoring Services contact with Landfall Strategies, LLC for services. The Contractor shall provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the County.**
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: FEMA requires that any debris removed by a contractor from the public right-of-way be monitored to ensure that FEMA and county guidelines are being followed and that the debris contractor is moving with efficiency and speed in the recovery work. The monitoring contractor will certify the debris contractor's vehicles and verify truck capacities on a regular basis and maintain records necessary for FEMA reimbursement.

Recommended Action: Approve and sign contract

Fiscal Impact: 75% FEMA reimbursement

Budgeted Expense: No

Submitted By: Steve Spradley, EM Director

Contact: Steve Spradley, 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This contract is for 3 years with an option to renew for two (2) additional one (1) year periods.

Options:

Attachments: Contract

DISASTER DEBRIS MONITORING SERVICES
AGREEMENT

This Disaster Debris Monitoring Services Agreement (the "Contract") is entered into on November 6, 2017 (the "effective date") by and between Taylor County, Florida, (the "Client") and Landfall Strategies, LLC, a Florida domiciled company (the "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree to the following:

1. **Services.** During the Term (as defined herein), and as requested by Client with a notice to proceed and/or a task order, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). Services were formally and publicly solicited through Request for Proposal for "Disaster Debris Monitoring Services." The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein.

2. **Term.** The term of this Contract shall commence on the effective date as specified above ("Effective Date"), and shall be for an initial period of three (3) years, with the option of two (2) additional one (1) year periods upon the consent of both Parties.

3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.

4. **Insurance.** During the Term, Contractor agrees to obtain or maintain insurance coverage to insure the responsibilities assumed herein, and shall upon request by Client, provide Certificates of Insurance evidencing such coverage. These insurance requirements shall meet those minimums set forth in Paragraph 12.10 herein.

5. **Notice**. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follow:

Party:	**TAYLOR COUNTY, FLORIDA**	**LANDFALL STRATEGIES, LLC**
Contact:	Steve Spradley, Director	Craig Schultz, Senior Vice President
Address:	Department of Emergency Management	7061 S. Tamiami Trail
	591 East US Highway 27	Suite B
	Perry, Florida 32347	Sarasota, FL 34231
E-Mail:	Steve.spradely@taylorcountygov.com	cschultz@landfallstrategies.com
Phone:	(850) 838-3575	(941) 451-7472

The Parties may revise contact information at any time upon giving the other Party written notice.

7. **Compensation.** Compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than thirty (30) days from the receipt of the Invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Contractor may invoice the Client no more often than once every fifteen (15) days, unless the Client agrees otherwise in writing.

8. **Termination.**

8.1 **For Cause**. The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause**. Either Party may terminate this Contract without cause by providing the other Party with fifteen (15) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/Liability.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

10. **Force Majeure**. The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor 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 the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. 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 Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency**. Contractor acknowledges that FEMA or another federal agency assistance may be used to fund this contract. Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the Client in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA to the Client.

12. **General Provisions.**

12.1 **Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

12.2 **Assignment** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. An assignment by operation of law to a successor in interest of Contractor, a change of control and ownership of Contractor, and assignment by Contractor to a parent, subsidiary, or affiliate of Contractor shall not be considered an assignment requiring consent of Client.

12.3 **Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with Florida law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state or county court in or near Taylor County, Florida.

12.4 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.

12.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties. This provision shall apply to any change orders and any change order must be in writing and signed by both parties to this contract in order for the Contractor to be reimbursed for work performed under any such change orders.

12.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.

12.9 **Records Retention.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The Client shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement, and will maintain the right to provide said information to FEMA, the Comptroller General of the United States or any other participating and authorized federal or state representatives.

12.10 **Insurance.** Contractor shall possess and provide to the County Certificates of Insurance evidencing the following insurance coverages:

Workers Compensation: The Contractor shall provide coverage for it's employees with all statutory workers' compensation limits, and no less than $1,000,000.00 for Employer's Liability. The said coverage shall include a waiver of subrogation in favor of the Client and its agents, employees, and officials.

Commercial General Liability: The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than $1,000,000.00 per occurrence, with an $2,000,000.00 aggregate.

Business Automobile Liability: The Contractor shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than $1,000,000.00 per occurrence, or Combined Single Limits or its equivalent.

Professional Liability (Errors & Omissions): The Contractor shall provide coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate shall either apply separately to this contract, or shall be at least twice the required limit per claim.

12.11 **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

12.12 **Access to Records.** (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12.13 **Clean Air Act and the Federal Water Pollution Control Act.**
Clean Air Act. (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA."

12.14 **Compliance with the Copeland "Anti-Kickback" Act.**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

12.15 **Anti-Discrimination.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Party:	**TAYLOR COUNTY, FLORIDA**	**LANDFALL STRATEGIES, LLC**
Name:	Pam Feagle	Craig Schultz
Title:	Board Chair	Senior Vice President
Signature:		
Date:	November 6, 2017	

ATTACHMENT A

SCOPE OF WORK

A. DISASTER DEBRIS MONITORING SERVICES

. Specific services may include:

a. Coordinating daily briefings, work progress, staffing, and other key items with the County.

b. Support with the selection and permitting of TDSRS locations and other permitting/regulatory issues as requested.

c. Scheduling work for team members and contractors daily.

d. Include as necessary county representatives or employees as team members to accompany contractor monitors in the field.

e. Hiring, scheduling, and managing field staff.

f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.

g. Assisting the County with responding to public concerns and comments.

h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

i. As part of contractor vehicle certification, the monitor will verify truck capacities and recertify on a regular basis.

j. Verifying contractor completed work, including type of debris collected, amount of debris collected and the original collection location.

k. Completing and physically controlling load tickets in both monitoring towers and in the field.

l. Ensuring that trucks are accurately credited for their load and ensure that they are not artificially loaded to maximize reimbursement.

m. Ensuring that hazardous waste is not mixed in with loads.

n. Inspecting all trucks to ensure that all debris is removed from trucks at the DMS.

o. Ensuring that daily loads meet permit requirements.

p. The monitor will validate hazardous trees, including hangers, leaners, and stumps and provide appropriate documentation forms.

q. Entering load tickets into a database application.

r. Digitization of source documentation (such as load tickets).

s. Developing daily operational reports to keep the County informed of work progress.

t. Reporting if the debris removal contractor personnel safety standards are not followed.

u. Reporting if public safety standards are not followed.

v. Reporting if improper equipment is mobilized and used.

w. Developing maps, GIS applications, etc. as necessary.

x. Monitoring site development and restoration of DMS.

y. Reporting if debris removal work does not comply with all local ordinances as well as State and Federal regulations.

z. Ensuring that work stops immediately in an area where human remains, or potential archeological deposits are discovered.

aa. Performing a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.

bb. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

cc. Preparing reports to include debris collected from curbside and/or collection centers, debris accepted at the DMS and/or final disposition, debris recycled/reduced at the DMS and taken to final disposition, and operation or safety issues.

dd. Final report and appeal preparation and assistance.

B. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the County, the consultant shall provide:

a. Preliminary Damage Assessment (PDA)

b. Direct Administrative Cost Assistance

c. Small PW Development

d. Large PW Preparation

e. Alternate and Improved Project Funding Consultation

f. Hazard Mitigation Funding Support

g. Special Consideration Assistance

h. Construction Inspection

i. Grant Administration/Financial Reconciliation Services

j. Interim Project Inspections

k. Final Project Inspections

l. Data Collection and Dissemination

m. Financial Compliance Review

n. Insurance evaluation, documentation adjusting and settlement services;

o. Project Scope Development

p. Project Cost Estimation and Documentation

q. Project Payment Requests

r. Management – Project Cost Reconciliations

s. Evaluating/Estimating Cost Overruns

t. Preparing PW Versions for Cost Adjustments

u. Grant Closeout Services

v. Audit Assistance/Defense

w. Appeals Development

C. EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the County, the Consultant shall provide:

a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.

b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

d. Procurement assistance for debris removal contractors and other services as requested.

e. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.

f. Technical support and assistance in developing public information.

g. Other training and assistance as requested by the County.

h. Other reports and data as required by the County.

i. Other emergency management and consulting services identified and required by the County.

ATTACHMENT B

RATE SCHEDULE

Landfall Strategies would provide the personnel listed below, on an as needed or requested basis, at the direction of Taylor County.

Disaster Debris Monitoring Personnel	Hourly Rate
Project Manager	$ 59.00
Operations Managers	$ 47.00
GIS Analyst	N/A
Environmental Specialist	N/A
Field Supervisors	$ 42.00
Data Manager	$ 47.00
Debris Site/Tower Monitors	$ 28.00
Crew Monitors	$ 28.00
Load Ticket Data Entry Clerks (QA/QC)	$ 18.00
Project Coordinators	N/A

Grant Management Services	Hourly Rate
Legislative Affairs Consultant	$ 95.00
Project Manager	$ 79.00
Senior Grant Management Consultant	$ 79.00
Project Engineer/Damage Assessor	$ 59.00
Grant Management Consultant	$ 69.00
Environmental Scientist (Regulatory Support)	$ 49.00
Grant Management Specialist	$ 59.00
Grant Management Analyst	$ 49.00
Field Site Inspector	$ 59.00
Office/Clerical	$ 22.00

Emergency Management Planning & Training	Hourly Rate
Project Manager	$ 79.00
Senior Consultant	$ 75.00
Emergency Management Consultant	$ 65.00
Emergency Management Trainer	$ 65.00
Emergency Management Specialist	$ 65.00
Emergency Management Analyst	$ 39.00
Office/Clerical	$ 22.00

- Rates are for paper load ticketing with manual data entry. If the County prefers to use Automated Debris Management System (ADMS), an additional $3.45 per hour would apply to Supervisor, Debris Site Tower Monitor and Crew Monitor rates.

Pro Bono Pre-Event Services

Landfall Strategies would provide these services without cost:

- Annual coordination meeting with debris removal contractor;
- Review of current debris management plan and disaster recovery contracts;
- Review of critical facilities and roadways;
- Review and assessment of local ordinances, inter-local agreements and memoranda of understanding pertaining to disaster debris removal;
- Assessment of special needs areas and issues (parks, private gated communities, mobile home communities, waterways, beaches, canals, marinas, etc.);
- Review of current temporary debris management sites with recommendations;
- Review of debris removal and management contracts;
- Review and update of current public information materials pertaining to disaster debris;
- Assistance with solicitation and procurement of debris removal contracts;
- Review of ordinances pertaining to debris removal and disaster assistance;
- Regular phone consultation regarding open FEMA claims, Public Assistance policy or disaster debris management issues.

Steve Spradley

From: Craig Schultz <Cschultz@landfallstrategies.com>
Sent: Tuesday, October 31, 2017 12:55 PM
To: Steve Spradley
Cc: Kristy Anderson; Jeff Kyte
Subject: Re: Draft Agreement

Good afternoon Mr. Bradley,

We have reviewed the County's changes to the contract and can agree to them.

Please let us know what else you may need from us to facilitate the process. We look forward to working with you.

Regards,
Craig

Craig Schultz | Senior Vice President
Landfall Strategies, LLC
Cell: (941) 954-9243
Office: (941) 451-7472
www.landfallstrategies.com

LANDFALL STRATEGIES

The information transmitted here is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact Landfall Strategies at 941.451.7472 and delete the material from any computer.

From: Steve Spradley <steve.spradley@taylorcountygov.com>
Sent: Monday, October 30, 2017 4:39 PM
To: Craig Schultz
Cc: Kristy Anderson
Subject: FW: Draft Agreement

Mr. Schultz,
Our county attorney reviewed the contract and had a couple provisions that he preferred removed, especially 9.2 and 9.3. Lastly, 12.3 change of state and county. Please review the attached and let us know. If you agree we will present to our board for signature next Monday evening.
Thank you,
Steve Spradley
EM Director

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve the State of Florida Department of Economic Opportunity, Subgrant Agreement- FFY 2016 Funding Cycle Housing Rehabilitation (CDBG Program), Contract 18DB-OM-03-72-01-H 02.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to approve CDBG grant agreement and required support documentation in the amount of $750,000. The grant funds are to be used for housing rehabilitation for qualified homes of low to moderate income families in need of assistance who reside in the unincorporated areas of Taylor County.**

Recommended Action: **Approve grant agreement and support documents.**

Fiscal Impact: **The County has been awarded a grant in the amount of $750,000. The County is providing a match in the amount of $50,0000 through SHIP funds that have been set aside.**

Budgeted Expense: Y/N **Yes, SHIP funds have been set aside for this grant. No additional funding is required from the County.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County has been awarded a grant in the amount of $750,000 through the CDBG Program which is to be used for the rehabilitation of qualified homes of low to moderate income families in the unincorporated areas of Taylor County. The funds can be used for the removal of qualified mobile homes and a single family home will be constructed at the site where the mobile home was located. The funds cannot be used to rehabilitate homes located in a designated flood zone. The County has executed a contract with Government Services Group (GSG) to assist with the administration of the CDBG program which includes all inspection and project management services. The County anticipates**

advertising and receiving applications for assistance from homeowners in January 2018. The County is not eligible to apply for additional CDBG housing rehabilitation funds until the current grant funds are expended and DEO approves project close out.

Attachments: FDEO Subgrant Agreement Contract Number: 18DB-OM-03-72-01-H 02, Attachment L- eCDBG Access Authorization Form, Form SC-30-Small Cities CDBG Program Information Sheet, and Notice of Subgrant Award/Fund Availability (NFA).

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

October 26, 2017

The Honorable Pam Feagle, Chairperson
Taylor County Board
of County Commissioners
201 East Green Street
Perry, Florida 32347-2737

RE: Small Cities Community Development Block Grant (CDBG) Program
Federal Fiscal Year (FFY) 2016 Subgrant Agreement
Contract Number: 18DB-OM-03-72-01-H 02

Dear Mayor Feagle:

The Florida Department of Economic Opportunity (DEO) has emailed copies of the County's Subgrant Agreement and other subgrant-related documents to the project contact person identified in the County's ***Application for Funding.***

Three copies of the documents listed below must be completed and mailed back to DEO:

- FFY 2015 Subgrant Agreement (signed and dated)
- Attachment K – eCDBG Access Authorization Form

One copy of each of the documents listed below must be mailed back to DEO:

- Form SC-30 – Small Cities CDBG Program Information Sheet
- Form SC-31 – Civil Rights Profile Sheet, and
- Notice of Subgrant Award/Fund Availability (NFA)

Mail the documents to Patrick Howard, Government Operations Consultant III, at the address listed below.

Department of Economic Opportunity
Small Cities CDBG Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The FFY 2016 implementation training is tentatively scheduled to be held in Lake City in February 2018. Pursuant to the Subgrant Agreement, a County representative must attend the implementation training. The representative can be either an employee of the County or an elected official. If the County fails to send a representative to this implementation training, the Subgrant Agreement may be terminated.

If the County is located more than 50 miles from the implementation training site, DEO will reimburse the eligible travel expenses (hotel, meals and rental car or mileage) for one representative from the County to attend the training. If the County is located within 50 miles of the training site, DEO will reimburse mileage from the representative's home to the training site. Additional information regarding the training will be e-mailed to the contact person.

If you have any questions, please contact Mr. Howard at (850) 717-8418 or at Patrick.Howard@deo.myflorida.com.

Sincerely,

Sherri Martin

Sherri Martin, Bureau Chief
Bureau of Small Cities and Rural Communities

SM/ph

cc: Ms. Melody Cox, Director of Grants Administrator
Mr. James F. Moseley, Senior Consultant, Government Services Group, Inc.

Contract Number: 18DB-OM-03-72-01-H 02
FLAIR ID: H2311
CFDA Number: 14.228

State of Florida
Department of Economic Opportunity

Federally-Funded
Subgrant Agreement – FFY 2016 Funding Cycle
Housing Rehabilitation

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and Taylor County, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations ("C.F.R."), part 200 and 24 C.F.R. 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Project Detail Budget and Deliverables, Attachment B, Project Narrative, and Part 6 and Appendix A from Part 9 of the Recipient's Florida Small Cities CDBG FFY 2016 Application for Funding submitted by the Recipient on February 10, 2017.

(2) Incorporation of Laws, Rules, Regulations, and Policies. The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at Subpart K of 24 C.F.R. (except that the recipient does not assume DEO's responsibilities described at §570.604 and the Recipient does not assume DEO's responsibility for initiating the review process under the provisions of 24 CFR part 52); rules 73C-23.0031, 73C-23.0035, 73C-23.0045, 73C-23.0048, 73C-23.0049, and 73C-23.0061, Florida Administrative Code (F.A.C.), Effective: April 21, 2015; and rules 73C-23.0041 and 73C-23.0051, F.A.C., Effective: March 1, 2016.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends 24 months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's Director of the Division of Community Development approves such extension. Upon expiration or termination of this Agreement the Recipient shall follow the agreement closeout procedures set forth in in rule 73C-23.0051(5), F.A.C.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(18), F.A.C.) for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends $750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than $750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to DEO's grant manager for this Agreement. The forms referenced in this Agreement are available are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from DEO's grant manager for this Agreement.

(7) Reports. The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C, Activity Work Plan, and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in the Project Detail Budget and Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General. DEO will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of all tasks.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default. If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO.

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO;

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies. If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds.

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution. Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Patrick Howard, Government Operations Consultant III
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8418 – Fax: (850) 922-5609
Email: Patrick.Howard@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ms. Melody Cox, Director of Grants Administration
Taylor County
201 East Green Street
Perry, Florida, 32347
Telephone: (850) 838-3553 - Fax: (850) 838-3501
Email: melody.cox@taylorcountygov.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts. If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. The Recipient shall include the following conditions in any contract:

(a) that the contractor is bound by the terms of this Agreement;

(b) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;

(c) that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

(d) provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and

(e) the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(16) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Detail Budget and Deliverables
Attachment B – Project Narrative
Attachment C – Activity Work Plan
Attachment D – Program and Special Conditions
Attachment E – Category Specific Conditions for Housing Rehabilitation
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Requirements
Attachment H – Reports
Attachment I – Warranties and Representations
Attachment J – Audit Requirements
Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification
Attachment L – eCDBG Access Authorization Form

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed $750,000, subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the eCDBG Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment C. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of $35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119 F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) **Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.**

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records required by DEO to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient-contractor"), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) **IF RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

http://www.uscis.gov/e-verify

(c) If the Recipient does not have an E-Verify MOU in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570, sections 290.046-290.048, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

State of Florida

Department of Economic Opportunity

Federally Funded Subgrant Agreement

Signature Page

Contract Number: 18DB-OM-03-72-01-H 02

I have read the Agreement and the Attachments and Exhibits thereto, and understand each section and paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

Taylor County

By:_____ Date:_____
(Authorized Signature)

Name: Pam Feagle

Title: Chair

Federal Tax ID#: 59-6000879

DUNS#: 065887796

Department of Economic Opportunity

By:_____ Date:_____
(Authorized Signature)

Name: Julie A. Dennis

Title: Director, Division of Community Development

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date:_____

Attachment A – Project Detail Budget and Deliverables

Recipient: Taylor County **Modification Number:** NA **Contract Number:** 18DB-OM-03-72-01-H 02

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
21A	Grant Administration							$112,500			$112,500
2. Temporary Relocation Assistance											
08	Temporary Relocation	H.H.	11	2	3	6	11	$5,000			$5,000
3. Housing Rehabilitation											
14A	Housing Rehabilitation/Demolition and Replacement	H.U.	11	2	3	6	11	$632,500	$50,000	1	$682,500
							Totals:	$750,000	$50,000		$800,000

* **Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.**

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1. Taylor County SHIP Funds	$50,000	
2.		
3.		
4.		
5.		

Attachment A – Project Detail Budget and Deliverables

Recipient: Taylor County **Modification Number:** NA **Contract Number:** 18DB-OM-03-72-01-H 02

Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Recipient shall complete eligible project implementation tasks as detailed in Attachment B – Project Narrative. Total Deliverable 1 cost reimbursement not to exceed: $112,500	The Recipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	**Minimum Level of Service (to submit for request for payment)**	**Financial Consequences**
Temporary Relocation Assistance The Recipient shall provide temporary relocation assistance as detailed in Attachment B - Project Narrative. Total Deliverable 2 cost reimbursement not to exceed: $5,000	The Recipient shall be reimbursed for temporary relocation assistance provided for a minimum of 1 home as detailed in the Attachment B – Project Narrative; evidenced by invoice(s) noting expense(s).	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	**Minimum Level of Service (to submit for request for payment)**	**Financial Consequences**
Housing Rehabilitation The Recipient shall complete rehabilitation services to at least the minimum number of number low- to moderate-income homes listed in Attachment B – Project Narrative. Task 1: Construction to rehabilitate or demolish/rebuild home(s) Task 2: Rehabilitation Services Total Deliverable 3 cost reimbursement not to exceed: $632,500	Task 1: The Recipient shall be reimbursed upon completion of a minimum of 20 percent of the rehabilitation activities for one home. As evidence of percent completion, Recipient shall provide completed DEO-approved forms, documenting the percent completion for the home and the associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project. Task 2: The Recipient shall be reimbursed upon completion of a minimum of one rehabilitation services task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

Attachment B – Project Narrative

The Recipient will use the $750,000 awarded under the housing rehabilitation category of the FFY 2016 Small Cities Community Development Block Grant Program to assist residents throughout the unincorporated area of the county. Necessary repairs may be provided in the form of renovation or demolition and replacement of existing housing units. At a minimum, 11 housing units whose occupants qualify as low- to moderate-income (LMI) households will be rehabilitated and brought into compliance with the local housing code and the U.S. Department of Housing and Urban Development's Section 8 requirements. Three of the 11 households served will be persons who qualify as "low-income;" another two of the 11 households served will be occupied by persons who qualify as "very low-income." Additional LMI housing units may be served if adequate funds remain in the budget after the 11 contracted housing units are completed.

Temporary relocation assistance will be provided to residents that are unable to remain in the home during construction, as needed.

The $50,000 in local State Housing Initiatives Partnership (SHIP) funds, committed as leverage, will be expended after the CDBG Site Visit and before administrative closeout of this subgrant. The Recipient participates in the National Flood Insurance Program, and contractors are required to ensure that appropriate elevations are attained on any homes rehabilitated with CDBG funds.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Pay application preparation costs,
- Draft policies for the Recipient to adopt to meet special conditions listed in this subgrant agreement,
- Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conduct activities related to the HUD-required environmental review,
- Prepare public notices for publication,
- Submit public notices for publication,
- Maintain financial records related to project activities,
- Conduct a Fair Housing activity,
- Draft quarterly progress report for submission to DEO,
- Draft Section 3 or MBE/WBE report for submission to DEO,
- Attend prebid conference, bid opening or preconstruction meeting,
- Review contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act,
- Review Household Income Certification Forms for households being hooked up to new utility services,
- Maintain client files,
- Attend meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepare documentation for and attend on-site monitoring visits by DEO,
- Draft responses to monitoring findings and concerns for Recipient to submit to DEO,

- Draft requests for funds for submission by the Recipient's authorized employee,
- Draft subgrant modification documents for the Recipient to submit to DEO,
- Draft the Administrative Closeout Report for submission by the Recipient,
- Conduct activities related to the HUD-required environmental review,
- Submit quarterly progress, Section 3 or MBE/WBE report to DEO,
- Respond to citizen complaints,
- Prepare responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Pay advertising costs of public notices and invitations to bid,
- Pay permit fees,
- Pay legal fees,
- Pay invoices for environmental review activities other than advertising,
- Pay CDBG portion of required audit,
- Submit requests for funds to DEO,
- Prepare subgrant modification documents and submit to DEO, and
- Prepare the Administrative Closeout Report and submit to DEO.

Temporary Relocation Assistance Deliverable

Pay temporary relocation expenses for households that are eligible under the Recipient's Housing Assistance Plan.

Housing Rehabilitation Deliverable

The following items are eligible for reimbursement under Task 2:

- Title search,
- Property survey,
- Costs associated with the site-specific environmental review,
- Prepare work write-up,
- Lead-based paint testing or renovation,
- Asbestos inspection or abatement,
- Termite inspection or treatment,
- Purchase of house plans for a demolition/rebuild, and
- Filing fees for deferred payment loan and other documents.

Attachment C – Activity Work Plan

Recipient:	Taylor County	Activity:	21A - Administration	Project Budget:	$112,500
Contract Number:	18DB-OM-03-72-01-H 02	Date Prepared:	September 28, 2017	Modification Number:	NA

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
01/2018	03/2018	Fulfill requirements of the special conditions within the first 90 days. Begin environmental review. Prepare and submit Contractual Obligation and MBE and Quarterly Progress Report.		
04/2018	06/2018	Complete Environmental Review and obtain release of funds. Advertise for housing participants and contractors. Prepare and submit Section 3 report and Quarterly Progress Report.		$5,000
07/2018	09/2018	Rank and approve housing participants. Hold contractor's meeting to establish pre-qualified contractor's list. Start site-specific reviews including any lead testing and historic reviews. Prepare and submit Contractual Obligation and MBE and Quarterly Progress Reports.		$25,000
10/2018	12/2018	Continue site-specific reviews and receive release of funds on each proposed housing unit. Cost estimates and specifications completed for each house. Submit Quarterly Progress Report.		$45,000
01/2019	03/2019	Advertise for bids and award contracts for first six houses. Prepare and submit Contractual Obligation and MBE and Quarterly Progress Reports.		$65,000
04/2019	06/2019	Construction completed on first six houses. Advertise for bids and award contracts for remaining five houses. Prepare and submit Section 3 Participation Report and Quarterly Progress Report.		$75,000
07/2019	09/2019	Construction completed on last five houses. Prepare and submit Contractual Obligation and MBE and Quarterly Progress Reports.		$95,000
10/2019	12/2019	Prepare and submit Quarterly Progress Report; and prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.		$112,500

Attachment C – Activity Work Plan

Recipient:	Taylor County	Activity:	14A - Housing Rehabilitation/Demo-Replacement	Project Budget:	$632,500
Contract Number:	18DB-OM-03-72-01-H 02	Date Prepared:	September 28, 2017	Modification Number:	NA

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
01/2018	08/2018	Begin surveys for housing units selected for rehabilitation. Order lead testing, if necessary. Order housing plans.		$20,000
09/2018	12/2018	Complete lead testing and surveys for properties.		$30,000
01/2019	03/2019	Advertise for bids and award contracts for first six houses. Begin construction.		
04/2019	06/2019	Construction completed on first six houses. Advertise for bids and award contracts for next five housing units.	6 HU	$329,000
07/2019	09/2019	Construction completed on remaining five houses.	11 HU	$632,500
10/2019	12/2019	Prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.		

Attachment C – Activity Work Plan

Recipient:	Taylor County	Activity:	08 - Temporary Relocation	Project Budget:	$5,000
Contract Number:	18DB-OM-03-72-01-H 02	Date Prepared:	September 28, 2017	Modification Number:	NA

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
01/2019	06/2019	Pay relocation costs for first six households (HH) to include moving, storage and rental costs.	6 HH	$2,727
04/2019	09/2019	Pay relocation costs for remaining five households to include moving, storage and rental costs.	11 HH	$5,000
10/2019	12/2019	Prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.		

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.

   a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:

      - Request approval for all professional service contracts; and
      - Submit an initial Request for Funds (RFF) for administrative services, if applicable.

   b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:

      - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
      - Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;

   c. Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.

   If the Recipient does not comply with one or more of the applicable criteria listed above, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any subgrant agreement for which the Recipient has not completed one or more of the activities listed in a. through c. above shall be rescinded unless DEO agrees that the Recipient has provided adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.

3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.

4. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:

   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;

   b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);

   c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

   d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);

   e. Completed and signed final evaluation/ranking forms;

   f. For administrative services contracts, one copy of each proposal submitted in response to the RFP;

   g. Commission minutes approving contract award;

   h. Cost breakout from the selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);

i. The proposed contract;

j. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;

k. If a protest was filed, a copy of the protest and documentation of resolution;

l. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds $35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and

m. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed $5,000, and for Economic Development Grants, not to exceed $8,000, the Recipient shall complete the following:

   a. Submit for DEO's approval the documentation required in paragraph 4 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond $5,000 [$8,000 for Economic Development].

   b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **RECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

6. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(6)(a)-(l), F.A.C.

7. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

8. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than $15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed $35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

9. For each procured construction contract or agreement in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:

   a. A copy of the bid advertisement, including an affidavit of publication;
   b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
   c. A copy of the bid tabulation sheet;
   d. A copy of the engineer's recommendation to award;
   e. A letter requesting sole source approval, if applicable;
   f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
   g. Completed copies of the following forms:

      - Form SC-51 – Bidding Information and Contractor Eligibility;
      - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
      - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
      - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
      - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
      - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status.

   For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:

   a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
   b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
   c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
   d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

10. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization RFF that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each Housing Rehabilitation RFF that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.

11. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:

    a. Notice to Proceed;

    b. The contractor's performance bond (100 percent of the contract price); and

    c. The contractor's payment bond (100 percent of the contract price).

12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).

13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:

    - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
    - The CDBG portion of the cost of post-administrative closeout audits.

14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.

15. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

16. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.

17. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:

    a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and

    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

18. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

19. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(11), F.A.C.20. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.

21. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.

22. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

23. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

No special conditions.

Attachment E – Category Specific Conditions for Housing Rehabilitation

1. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by low- and moderate-income persons to meet the "National Objective" of providing assistance to low- and moderate-income persons.

2. The Recipient shall ensure that no rehabilitation contract between a low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.

3. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.

4. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. The Recipient agrees that this HAP will be followed unless waived by the governing body. DEO approval is required for HAP revisions made after the application deadline.

5. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.

6. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation.

7. The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD lead-based paint regulations at 24 C.F.R. § 570.608 and 24 C.F.R. part 35, subparts B through R. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under six. The notice must also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.

9. To document completion of construction, each housing unit case file shall contain the following information:
   a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;
   b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
   c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.

10. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

11. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
   a. Name of each head of household and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
   b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate income, low income or very low income status of the household;
   c. The number of occupants in the household, categorized by gender; and
   d. The racial demographics and ethnicity of the head of each household using the following descriptions:
      1) White,
      2) African American,
      3) Asian,
      4) American Indian or Alaskan Native,
      5) Native Hawaiian/Pacific Islander,
      6) American Indian or Alaskan Native and White,
      7) Asian and White, African American and White,
      8) American Indian/Alaskan Native and African American, or
      9) Other Multi-Racial; and
      10) If the head of household is Hispanic.

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpd-notices);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507;
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).

Attachment G – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will "affirmatively further fair housing" in its community. A Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4) Establish a system to record the following for each fair housing call:
    a) The nature of the call,
    b) The actions taken in response to the call,
    c) The results of the actions taken, and
    d) If the caller was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Compliance

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipeints and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipeints and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each EEO call:
    a) The nature of the call,
    b) The actions taken in response to the call, and
    c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
    a) Has a physical or mental impairment which substantially limits one or more major life activities,
    b) Has a record of such an impairment, or
    c) Is regarded as having such an impairment;
2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-funded contracts of $100,000 or more.

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Attachment G – Civil Rights Compliance

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Taylor County shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ **Date:** _____

Name: Pam Feagle

Title: Chair

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report,** Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15.

2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's eCDBG reporting system at https://www.deoecdbg.com/Default.aspx. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report,** Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement termination date, in compliance with rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's eCDBG reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and as scheduled on the ***Project Detail Budget and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder, rule 73C-23.0051(1), F.A.C., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Recipient expends $750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.

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

4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend $750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

https://harvester.census.gov/facweb/Resources.aspx

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:

   A. Department of Economic Opportunity
   Financial Monitoring and Accountability (FMA)
   The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

   A. DEO at the following address:

      Electronic copies: Audit@deo.myflorida.com

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

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

      Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	$750,000
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided to rehabilitate or replace substandard housing for very low-, low- and moderate-income residents.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Recipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.	
Recipient: Taylor County	
FEIN: 59-6000879	Recipient's Fiscal Year:
Contact Name: Ms. Melody Cox, Director Taylor County Grants Administration	Contact's Phone: 850-838-3553
Contact's Email: melody.cox@taylorcountygov.com	

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? [X] Yes [ ] No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Recipient expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? [X] Yes [ ] No

   If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? [X] Yes [ ] No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Recipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? [X] Yes [ ] No

   If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Melody Cox	Director Taylor County Grants Administration
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment L – eCDBG Access Authorization Form

Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.

Recipient Name: Taylor County	Contract Number: 18DB-OM-03-72-01-H 02 - H2311	Funding Source: Small Cities CDBG
Mailing Address (Street or P.O. Box): 201 East Green Street		
City, State, and Zip Code: Perry, Florida 32347-2737		
Recipient's DUNS #: 065887796	Recipient's FEID #: 59-6000879	

Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deoecdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, ***eCDBG Access Authorization Update Form,*** to DEO. CDBG Program Phone Number: (850) 717-8405.

Primary User's Name: Melody Cox	Date: _____	_____ Signature
Title: Director of Grants Administration	E-mail Address: melody.cox@taylorcountygov.com	
Secondary User's Name: Dannielle Welch	Date: _____	_____ Signature
Title: Finance Director	E-mail Address: dwelch@taylorclerk.com	

As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.

Name: Pam Feagle Title: Chairperson	Date: _____	_____ Signature

Additional Payment Information for Processing Requests for Funds

☒ Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida.
☒ Check here if the Recipient will be working on a reimbursement basis.
☐ If this signature authority form pertains to a housing rehabilitation grant, check here if your local government will use an escrow account for housing activities.

CDBG payments *to local governments using EFT* are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.

Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.

Name of Financial Institution:	Account Number:
Address:	Telephone Number: ( ) -
City, State and Zip Code:	

Recipient Name: TAYLOR COUNTY CFDA Number: 14.228

Contract Number: 18DB-OM-03-72-01-H 02

Contact Information

1. Chief Elected Official

CEO Name: PAM FEAGLE Title: CHAIRMAN

Address: 201 E. GREEN STREET

City, State, Zip Code: PERRY, FLORIDA 32347

Telephone No: (850) 838-3500 Ext: Fax Number: (850) 838-3501

E-Mail Address: pfeagle@taylorcountygov.com

2. Recipient Employee Designated by Resolution to Sign Subgrant Documents

Name: PAM FEAGLE Title: CHAIRMAN

Address: 201 E. GREEN STREET

City, State, Zip Code: PERRY, FLORIDA 32347

Telephone No: (850) 838-3500 Ext: Fax Number: (850) 838-3501

E-Mail Address: pfeagle@taylorcountygov.com

3. Chief Financial Officer

CFO Name: DANNIELLE WELCH Title: FINANCE DIRECTOR

Address: P.O. BOX 620

City, State, Zip Code: PERRY, FLORIDA 32348

Telephone No: (850) 838-3506 Ext: 122 Fax Number: (850) 838-3540

E-Mail Address: dwelch@taylorclerk.com

4. Project Contact

Name: MELODY COX Title: GRANTS DIRECTOR

Address: 401 INDUSTRIAL PARK DRIVE

City, State, Zip Code: PERRY, FLORIDA 32348

Telephone No: (850) 838-3553 Ext: Fax Number: (850) 838-3563

E-Mail Address: melody.cox@taylorcountygov.com

5. Civil Rights Contacts

Fair Housing Coordinator: MELODY COX Title: GRANTS DIRECTOR Telephone No: (850) 838-3553 Ext: E-Mail Address: melody.cox@taylorcountygov.com
EEO Coordinator: MARSHA DURDEN Title: HUMAN RESOURCES DIRECTOR Telephone No: (850) 838-3500 Ext: 9 E-Mail Address: human.resources@taylorcountygov.com
Section 504/ADA Coordinator: MELODY COX Title: GRANTS DIRECTOR Telephone No: (850) 838-3553 Ext: E-Mail Address: melody.cox@taylorcountygov.com

6. Private Consultant (If applicable)

Consultant Firm: GOVERNMENT SERVICES GROUP, INC. Consultant Contact: JAY MOSELEY Address: P.O. BOX 357995 City, State, Zip Code: GAINESVILLE, FLORIDA 32635-7995 Telephone No: (352) 381-1975 Ext: Fax Number: ( ) - E-Mail Address: jmoseley@govserv.com

Administrative Data

1. Local Government Federal ID Number: 59-6000879
2. Local Government DUNS Number: 065887796
3. Districts: United States Congress 2
   Florida Senate 3 Florida House 7

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

   Recipient Name: _____

   Street Address: _____

   City, State, Zip: _____

5 Please provide a brief Project Description:

The rehabilitation and demolition and new construction of qualified homes in the unincorporated areas of Taylor County.

Date of Notice:	

Notice of Subgrant Award/Fund Availability (NFA)

General Information

Subrecipient's DUNS-Registered Name:	TAYLOR, COUNTY OF
Subrecipient's DUNS Number:	065887796
Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	B-16-DC-12-0001
Federal Award Date:	November 1, 2016
Total Federal Award to Pass-Through Entity:	$24,108,644
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: (*This is not a research and development award.)*	Funding is being provided to rehabilitate or replace substandard housing for very low-, low- and moderate-income residents.
Total Federal Funds Obligated to Subrecipient (Contract Total):	$720,667
Total Amount of Federal Award Committed to Subrecipient (Contract Total):	$720,667
Subrecipient's Indirect Cost Rate Applied to this Award:	N/A
Action Being Taken:	Initial Award and Release

Award Information

Contract Number:	18DB-OM-03-72-01-H 02
Program Year in eCDBG:	FFY 2016
FLAIR Grant Number:	DBF17
FLAIR Contract Number:	H2311

Subaward and Fund Availability

	Award (Federal Funds Obligated by this Action)	Funds Available/Release (Maximum cash available for draw)
Current Award/Release:	$720,667	$720,667
This Action:	$720,667	$720,667
Revised Award/Release:	$720,667	$720,667

Other Notes/Comments:

N/A

Questions:

Program- and contract-related questions should be addressed to Patrick Howard, at (850) 717-8418 or by email at Patrick.Howard@deo.myflorida.com. eCDBG specific questions should be addressed to subrecipientfinancialsystems@deo.myflorida.com.

Date of Notice:	

Notice of Subgrant Award/Fund Availability (NFA)

General Information

Subrecipient's DUNS-Registered Name:	TAYLOR, COUNTY OF
Subrecipient's DUNS Number:	065887796
Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	B-14-DC-12-0001
Federal Award Date:	August 7, 2014
Total Federal Award to Pass-Through Entity:	$24,130,014
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: (*This is not a research and development award.*)	Funding is being provided to rehabilitate or replace substandard housing for very low-, low- and moderate-income residents.
Total Federal Funds Obligated to Subrecipient (Contract Total):	$29,333
Total Amount of Federal Award Committed to Subrecipient (Contract Total):	$29,333
Subrecipient's Indirect Cost Rate Applied to this Award:	N/A
Action Being Taken:	Initial Award and Release

Award Information

Contract Number:	18DB-OM-03-72-01-H 02
Program Year in eCDBG:	FFY 2016
FLAIR Grant Number:	DBF15
FLAIR Contract Number:	H2311

Subaward and Fund Availability

	Award (Federal Funds Obligated by this Action)	Funds Available/Release (Maximum cash available for draw)
Current Award/Release:	$29,333	$29,333
This Action:	$29,333	$29,333
Revised Award/Release:	$29,333	$29,333

Other Notes/Comments:

N/A

Questions:

Program- and contract-related questions should be addressed to Patrick Howard, at (850) 717-8418 or by email at Patrick.Howard@deo.myflorida.com. eCDBG specific questions should be addressed to subrecipientfinancialsystems@deo.myflorida.com.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Invitation To Bid and four (4) proposed Residential Construction Mitigation Program (RCMP) recipients and the Work Write-Ups for their homes.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Four home owners have been qualified to receive wind mitigation retrofit assistance through the RCMP Program. If approved by the Board, bids will be received at the January 2, 2018 meeting at 6:00 p.m.**

Recommended Action: **Approve Invitation To Bid and the four proposed recipients and the Work Write-Up's on their homes.**

Fiscal Impact: The projects will be 100% grant funded.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County received $194,000 through the RCMP grant program to mitigate potential wind damage to homes resulting from severe weather. Four applicants have been qualified to receive wind mitigation retrofits on their homes through this program. The proposed recipients are:**

Raymond Beach	**805 E. Cherry Street**	**Perry**
Mary E. Jones	**121 N. Beverly Street**	**Perry**
Gary Cottrell	**1970 Oak Ridge Lane**	**Perry**
Debra Allen	**202 Alice Street**	**Perry**

Attachments: Work Write Ups on the proposed RCMP recipients and Invitation To Bid.

PUBLIC NOTICE

INVITATION TO BID

Housing Rehabilitation
Hurricane Loss Mitigation Program (HLMP)

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the mitigation of four (4) single family homes in the HLMP program.

SEALED Bids (Please submit one original and two copies) are to be submitted on or before December 29, 2017 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as HLMP 2017 ITB-003. Bid envelope must also include the contractor's name and address. **Envelopes are to be clearly marked or they will be rejected.** Bids received after the bid closing time will be returned unopened to sender.

Hand Delivery:
Fed – X or UPS

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

Mail Delivery:

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

A Public Opening of the Bids is scheduled for January 2, 2018 at 6:00 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled project will be held on November 28, 2017 at 10:30 am, located at 401 Industrial Drive, Perry, 32348. The meeting will take place in the airport terminal conference room. You must attend this meeting to receive the bid documents and attend the review of the project. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at (352) 381-1975. Please bring your completed application package to the mandatory meeting on September 6, 2017.

WBE/MBE/DBE Firms are encouraged to participate. Taylor County is an Equal Opportunity Employer.

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY
RCMP PROGRAM
WORK WRITE-UP/BID FORM

Owner: Raymond Beach
Address: 805 E. Cherry St. – Perry, FL
Mailing Address: Same
Phone #: 850-843-5030
Parcel # 03991-000 **Date** 10/23/2017

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Straps	Provide access and install straps as follows: **STRAPS:** Roof Straps should meet FBC standard referenced in FBC,1506.7 of the General Building Code, 5th ed. Repair access areas to meet current codes.	Roof to Wall Connection	
002	Roof	**3 TAB SHINGLE ROOF** Contractor will install a shingle roof according to current FBC, Building, 1507.2.7.1 of the 5th ed. Shingle should be fungus resistant and carry a manufacture warranty of 25 years. Prior to installing shingles, the roof decking shall be re-nailed to meet current codes and the secondary water barrier installed prior to installing new 30 lb. felt. All joints in structural panel roof sheathing or decking shall be covered with **a minimum 4 in. wide strip of self-adhering polymer modified bitumen tape** applied directly to the sheathing or decking. The deck and self-adhering polymer modified bitumen tape shall be covered with one of the underlayment systems approved for	Roof	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		the particular roof covering to be applied to the roof. Flat Roof Area – Install proper roof covering on flat roof area of house to meet current codes and wind loads. Replace and properly secure any deteriorated roof decking and support members.		
003	Gable Ends	**GABLE ENDS:** Remove existing wood at gable ends to install new 5/8 inch ply wood and finish to match existing. Permit as required for inspections from the Building Department. Gable ends should be retrofitted to meet the F.B.C. standards found in Chapter 17, 1704.1 of the Existing Building Manual, 5th ed.	Gable Ends	
004	Door	**EXTERIOR DOOR: Install 1 Exterior Outswing Door (Emergency Egress)** Door must be 1 3/4" solid core flush exterior type unit or 1 3/4" metal clad door. Install exterior type threshold with a metal or vinyl type weather stripping and dead bolt. Apply one coat of primer/sealer and two coats of exterior latex paint on both sides and all edges. Each exterior door shall have spring/chain or pneumatic closer installed. Non removable pins must be used where door swings out. Reference FBC, 2411.3.15 of the General Building Code, 5th ed.	Rear or Side Door	
005	Shutters	**SHUTTERS** at Windows **and doors:** Install code-approved accordion style hurricane shutters at all windows and exterior door openings (except emergency egress door as required by FBC). Refer to Plastic Standards for HVHZ found in FBC, 2413 of the General Building Code, 5th ed.	All Openings (Except for Emergency Egress Door)	
006	Photos	Provide clear .jpg format photos of all work	All Work	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		performed. With each pay request, provide thumb drive of photos documenting work, showing installations, product codes, and finished work. Pay special attention to any work or items that will not be readily evident or covered up at project completion.		

TOTAL BID > > > > > > > > > > > > > > > > _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

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

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

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be __X__ occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractor's License # _____

Contractor's Phone Number _____

*Attach current Insurance Certificates for Liability, Workers Compensation and Auto Insurance.

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

TAYLOR COUNTY
RCMP PROGRAM
WORK WRITE-UP/BID FORM

Owner: Mary E. Jones
Address: 121 N. Beverly St. – Perry, FL
Mailing Address: Same
Phone #: 850-223-3063
Parcel # 05721-590 **Date** 10/23/2017

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Straps	Provide access and install straps as follows: **STRAPS:** Roof Straps should meet FBC standard referenced in FBC,1506.7 of the General Building Code, 5th ed. Repair access areas to meet current codes.	Roof to Wall Connection	
002	Roof	**3 TAB SHINGLE ROOF** Contractor will install a shingle roof according to current FBC, Building, 1507.2.7.1 of the 5th ed. Shingle should be fungus resistant and carry a manufacture warranty of 25 years. Prior to installing shingles, the roof decking shall be re-nailed to meet current codes and the secondary water barrier installed prior to installing new 30 lb. felt. All joints in structural panel roof sheathing or decking shall be covered with **a minimum 4 in. wide strip of self-adhering polymer modified bitumen tape** applied directly to the sheathing or decking. The deck and self-adhering polymer modified bitumen tape shall be covered with one of the underlayment systems approved for	Roof	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		the particular roof covering to be applied to the roof.		
003	Gable Ends	**GABLE ENDS:** Remove existing wood at gable ends to install new 5/8 inch ply wood and finish to match existing. Permit as required for inspections from the Building Department. Gable ends should be retrofitted to meet the F.B.C. standards found in Chapter 17, 1704.1 of the Existing Building Manual, 5th ed.	Gable Ends	
004	Door	**EXTERIOR DOOR: Install 1 Exterior Outswing Door (Emergency Egress)** Door must be 1 3/4" solid core flush exterior type unit or 1 3/4" metal clad door. Install exterior type threshold with a metal or vinyl type weather stripping and dead bolt. Apply one coat of primer/sealer and two coats of exterior latex paint on both sides and all edges. Each exterior door shall have spring/chain or pneumatic closer installed. Non removable pins must be used where door swings out. Reference FBC, 2411.3.15 of the General Building Code, 5th ed.	Rear or Side Door	
005	Shutters	**SHUTTERS** at Windows **and doors:** Install code-approved accordion style hurricane shutters at all windows and exterior door openings (except emergency egress door as required by FBC). Refer to Plastic Standards for HVHZ found in FBC, 2413 of the General Building Code, 5th ed.	All Openings (Except for Emergency Egress Door)	
006	Photos	Provide clear .jpg format photos of all work performed. With each pay request, provide thumb drive of photos documenting work, showing installations, product codes, and finished work. Pay special attention to any work or items that will not be readily evident	All Work	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		or covered up at project completion.		

TOTAL BID > > > > > > > > > > > > > > > _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

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

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

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be __X__ occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractor's License # _____

Contractor's Phone Number _____

*Attach current Insurance Certificates for Liability, Workers Compensation and Auto Insurance.

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

TAYLOR COUNTY
RCMP PROGRAM
WORK WRITE-UP/BID FORM

Owner: Gary Cottrell
Address: 1970 Oak Ridge Lane. – Perry, FL
Mailing Address: Same
Phone #: 850-223-2974
Parcel # 07390-154 **Date** 10/23/2017

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Straps	Provide access and install straps as follows: **STRAPS:** Roof Straps should meet FBC standard referenced in FBC,1506.7 of the General Building Code, 5th ed. Repair access areas to meet current codes.	Roof to Wall Connection	
002	Roof	**3 TAB SHINGLE ROOF** Contractor will install a shingle roof according to current FBC, Building, 1507.2.7.1 of the 5th ed. Shingle should be fungus resistant and carry a manufacture warranty of 25 years. Prior to installing shingles, the roof decking shall be re-nailed to meet current codes and the secondary water barrier installed prior to installing new 30 lb. felt. All joints in structural panel roof sheathing or decking shall be covered with **a minimum 4 in. wide strip of self-adhering polymer modified bitumen tape** applied directly to the sheathing or decking. The deck and self-adhering polymer modified bitumen tape shall be covered with one of the underlayment systems approved for	Roof	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		the particular roof covering to be applied to the roof.		
003	Gable Ends	**GABLE ENDS:** Remove existing wood at gable ends to install new 5/8 inch ply wood and finish to match existing. Permit as required for inspections from the Building Department. Gable ends should be retrofitted to meet the F.B.C. standards found in Chapter 17, 1704.1 of the Existing Building Manual, 5th ed.	Gable Ends	
004	Doors	**EXTERIOR DOOR: Install 1 Exterior Outswing Door (Emergency Egress)** Door must be 1 3/4" solid core flush exterior type unit or 1 3/4" metal clad door. Install exterior type threshold with a metal or vinyl type weather stripping and dead bolt. Apply one coat of primer/sealer and two coats of exterior latex paint on both sides and all edges. Each exterior door shall have spring/chain or pneumatic closer installed. Non removable pins must be used where door swings out. Reference FBC, 2411.3.15 of the General Building Code, 5th ed. **GARAGE DOOR** (Impact Rated) Furnish and install new garage door with galvanized metal raised panel unit. Replace rails and hardware and check for proper performance. Provide vent panels in door if existing ventilation does not meet FBC requirements. Reference FBC, 1609.1.2 of the General Building Code, 5th ed.	Rear Door Garage Door	
005	Shutters	**SHUTTERS** at Windows **and doors:** Install code-approved accordion style hurricane shutters at all windows and exterior door openings (except emergency egress door as required by	All Openings (Except for Emergency Egress Door)	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		FBC). Refer to Plastic Standards for HVHZ found in FBC, 2413 of the General Building Code, 5th ed. For windows with window AC units, use impact rated armored screen.		
006	Photos	Provide clear .jpg format photos of all work performed. With each pay request, provide thumb drive of photos documenting work, showing installations, product codes, and finished work. Pay special attention to any work or items that will not be readily evident or covered up at project completion	All Work	
007	Window AC	Relocate existing window unit AC to through wall installation, providing all openings, trim and securing unit to house.	Right Side of House	

TOTAL BID > > > > > > > > > > > > > > > _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

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

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

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be __X__ occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractor's License # _____

Contractor's Phone Number _____

*Attach current Insurance Certificates for Liability, Workers Compensation and Auto Insurance.

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

TAYLOR COUNTY
RCMP PROGRAM
WORK WRITE-UP/BID FORM

Owner: Debra R. Allen
Address: 202 Alice St. – Perry, FL
Mailing Address: Same
Phone #: 850-584-6596
Parcel # 05120-000 **Date** 10/23/2017

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Straps	Provide access and install straps as follows: **STRAPS:** Roof Straps should meet FBC standard referenced in FBC,1506.7 of the General Building Code, 5th ed. Repair access areas to meet current codes.	Roof to Wall Connection	
002	Roof	**Metal ROOF** Installation of galvanized, five-v, minimum 26 gauge metal roofing shall be done in accordance with manufacturer's recommendations. Sheet laps should be located over the rafters if possible or nailers installed for that purpose. Install sheets with side edges overlapped per manufacturer's recommendations. Cross braces shall be spaced on minimum twenty-four inch (24" centers. Attach by mechanical fasteners per manufacturer's instructions into cross braces, front header and back header. Sheeting should overlap a minimum eight inches (8" on ends. Screws (minimum length 1 3/4" shall be aluminum with neoprene washers. Replace all substandard or improper roof vent penetrations. All joints in structural panel roof sheathing or	Roof	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		decking shall be covered with **a minimum 4 in. wide strip of self-adhering polymer modified bitumen tape** applied directly to the sheathing or decking. The deck and self-adhering polymer modified bitumen tape shall be covered with one of the underlayment systems approved for the particular roof covering to be applied to the roof.		
003	Door	**EXTERIOR DOOR: Install 1 Exterior Outswing Door (Emergency Egress)** Door must be 1 3/4" solid core flush exterior type unit or 1 3/4" metal clad door. Install exterior type threshold with a metal or vinyl type weather stripping and dead bolt. Apply one coat of primer/sealer and two coats of exterior latex paint on both sides and all edges. Each exterior door shall have spring/chain or pneumatic closer installed. Non removable pins must be used where door swings out. Reference FBC, 2411.3.15 of the General Building Code, 5th ed.	Rear or Side Door	
004	Shutters	**SHUTTERS** at Windows **and doors:** Install code-approved accordion style hurricane shutters at all windows and exterior door openings (except emergency egress door as required by FBC). Refer to Plastic Standards for HVHZ found in FBC, 2413 of the General Building Code, 5th ed.	All Openings (Except for Emergency Egress Door)	
005	Photos	Provide clear .jpg format photos of all work performed. With each pay request, provide thumb drive of photos documenting work, showing installations, product codes, and finished work. Pay special attention to any work or items that will not be readily evident or covered up at project completion.	All Work	
006	Window AC	Relocate two existing window unit AC's to through wall installation, providing all	Left and Right Side	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

		openings, trim and securing unit to house.		

TOTAL BID > > > > > > > > > > > > > > > > _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

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

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

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be __X__ occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractor's License # _____

Contractor's Phone Number _____

*Attach current Insurance Certificates for Liability, Workers Compensation and Auto Insurance.

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve grant pre- application to the Federal Aviation Administration (FAA) requesting funding assistance for the replacement of airfield electrical infrastructure at Perry Foley Airport.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to review and approve grant pre-application to FAA in the amount of $450,000 for the replacement of airfield electrical infrastructure at Perry Foley Airport.**

Recommended Action: **Approve grant pre-application to FAA**

Fiscal Impact: **The County is submitting a grant pre-application in the amount of $450,000. The proposed project has an estimated cost of $1,071,290. The County is requesting funding assistance in the amount of $612,547 from FDOT Aviation and will be required to provide a match in the amount of $8,743. The match will not be needed until FY 2018-2019. The County will be requesting a will be requesting a waiver of a full match under the Rural Economic Development Initiative (REDI).**

Budgeted Expense: Y/N **If approved the match of $8,743 would be a budgeted expense in FY 2018-2019.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **If the Board approves, the County is submitting a grant pre-application to FAA requesting funding assistance in the amount of $450,000 for the replacement of airfield electrical infrastructure at Perry-Foley Airport. The airfield underground conduit is currently in poor condition- most of which dates back to the 1940's and is in serious need of being replaced. The County will submit an additional grant application to FDOT Aviation requesting funding assistance in the amount of $612,547. The project has an estimated cost of $1,071,290 and the County will be required to provide a match of $8,743.**

Attachments: Pre-application for Federal Assistance to FAA , and required grant application attachments.

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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(850) 584-2433 Fax

November 6, 2017

Mr. Pedro Blanco
Community Planner
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

Dear Mr. Blanco,

Subject: Taylor County; Perry Foley Airport (40J)
FY 2018 Airport Improvement Program
Pre-Application Cover Letter

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2018 AIP pre-application for the **Upgrade Airfield Lighting Project**.

The following items are enclosed for each of the above projects in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
  - o Description and Justification
  - o Project Funding
  - o Project Cost Estimate
  - o Project Preliminary Checklist
  - o Proposed Project Schedule
  - o Project Sketch
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting $450,000.00 based on estimates as reflected in the airports' CIP which resembles the information provided to the ADO via the CIP update. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed projects. An application based on bids is expected to be submitted to the ADO by mid-June or the established deadline issued by your office.

Sincerely,

Ms. Pam Feagle.
Chairperson

Federal Aviation Administration (FAA)
Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: Perry Foley Airport (40J)

Sponsor: Taylor County, Florida

City, State: Perry, Florida

Date of Pre- Application: November 6, 2017

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

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

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

Pam Feagle, Chairman

Sponsor's Designated Official Representative *(Type or Print)*

Sponsor's Designated Official Representative *(Signature)* Date

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

Project No. 5: Detailed Project Information Sheet

Airport Improvement Program (AIP)

Airport :	Perry Foley Airport (40J)
City, ST:	Perry, Florida
DUNS / TAX ID No.	065887796 / 59-6000879
SAM Expiration Date:	1-10-2018
Project Title:	Upgrade Airfield Lighting Project

Project Description:

This project replaces the existing airfield electrical infrastructure for Runways 18-36 and 12-30, and Taxiways A, B, and C. This work includes replacement of underground cable with new cable in conduit, replacement of the taxiway edge lights with LED fixtures, replacement of the runway edge lighting and threshold lighting with LED fixtures, and replacement of the directional signage with new LED directional signage.

Project Justification:

The existing airfield lighting infrastructure is aged and in need of replacement. The existing underground conduit is direct buried and has deteriorated due to exposure to the weather and pests. An airfield electrical capacity evaluation was conducted in November 2008 and determined that the underground conduit is in poor condition and recommended replacement as soon as possible. Additionally, the existing incandescent fixtures are old and in need of replacement. The new LED fixtures will reduce electrical demand and increase the life of the electrical system.

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

☒ Yes ☐ No (explain below)

Special Circumstances (check if applicable to the project):

☐ *Force Account Services*	☐ *Benefit Cost Analysis*
☐ *Mods. To Standards*	☐ *Design-Build or CMR*
☐ *AIP eligible & non-eligible*	☐ *Exceeds FAA Standards*

Project Funding:

Total Cost (100%)	FAA Share	State	Local
$1,071,290.00	$450,000.00	$612,547.00	$8,743.00

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
Primary Entitlements	$450,000.00	$450,000.00	$0.00
Total	$450,000.00	$450,000.00	$0.00

Alternate Funding Plan: N/A

Project Cost Estimate Breakdown:

Upgrade Airfield Lighting Project	Cost (100%)	FAA
Construction	$ 921,290	$ 450,000
Engineering	$ 150,000	$ 0
Subtotal Amount	$1,071,290	$ 540,000

Total Estimated Project Cost (100%)	$1,071,290.00
Total FAA Share Cost	$ 450,000.00

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

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	**12/1/2008**	
Date of last 5010, Airport Master Record verification for data corrections.	**4/20/2016**	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	**On Going**	
Date of Environmental Determination	**10/30/2017**	
Date of last Airport Pavement Maintenance Program.	**3/15/2017**	
Date of Land Acquisition (if applicable)	**N/A**	
Impacts to FAA Facilities	**Yes**	**No**
Does the project impact FAA facilities?	☐	☒

Project: Upgrade Airfield Lighting Project

PROPOSED PROJECT SCHEDULE

Proposed Project Schedule:	Dates:
Selection of Consultant	**6/1/2012**
Pre-Application Submittal to FAA ADO Planner	**11/7/2017**
Pre-design Conference	**N/A**
CSPP and Airspace Coordination in iOE/AAA[1]	**3/1/2018**
Completion of Plans, Specifications and Engineers Report	**2/1/2018**
Submit Plans and Specs to FAA[2]	**2/14/2018**
Advertisement of Project for Bids	**5/1/2018**
Bid Opening	**6/1/2018**
Bid Tabulation Submittal and Recommendation of Award	**6/13/2018**
Application Submittal to FAA ADO Engineer	**6/27/2018**
Grant Offer	**7/6/2018**
Execution of FAA Grant	**8/7/2018**
Pre-construction Conference	**9/3/2018**
Notice to Proceed to Contractor[3]	**9/3/2018**
Substantial Completion of Construction	**3/1/2019**
Final Inspection	**4/1/2019**
Project Close-Out[4]	**6/3/2019**

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

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

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

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

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

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

Airport: Perry Foley Airport (40J) Project Title: Upgrade Airfield Lighting Project

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

5-6.3b.

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

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

-An adverse effect on cultural resources protected under the National Historic Preservation Act of1966, as amended, 54 U.S.C. §300101 et seq.;
-An impact on properties protected under Section 4(f);
-An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
-An impact on noise levels of noise sensitive areas;
-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

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

jcollins@avconinc.com Digitally signed by jcollins@avconinc.com DN: cn=jcollins@avconinc.com Date: 2017.10.30 09:16:23 -05'00'

Signature of Authorized Airport Representative Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

Final 7-8-2016

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Foley Airport (40J)

Prepared and certified by: John Collins Date: 10-30-17

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED	X		Paragraph 5-6.3b.
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened , or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

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

PERRY-FOLEY AIRPORT
UPGRADE AIRFIELD LIGHTING
TALYOR COUNTY, PERRY, FLORIDA
ENGINEER'S OPINION OF COST - 60% SUBMITTAL
2016.148.02

AVCON

AIRFIELD LIGHTING - BASE BID (RUNWAY 18-36)						
Item	No.	Description	Unit	Quantity	Unit Price	Extension
1	M-001-1	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00
2	L-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	$ 15,000.00	$ 15,000.00
3	L-105-1	ELECTRICAL DEMOLITION - AIRFIELD LIGHTING	LS	1	$ 25,000.00	$ 25,000.00
4	L-101-1	L-801A - AIRPORT ROTATING BEACON (REPLACE EXISTING BEACON - TOWER REPAIRS)	EA	1	$ 25,000.00	$ 25,000.00
5	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	LF	27,844	$ 1.50	$ 41,766.00
6	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	16,300	$ 2.25	$ 36,675.00
7	L-108-3	0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	226	$ 100.00	$ 22,600.00
8	L-110-1	1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	11,113	$ 3.50	$ 38,895.50
9	L-110-2	1W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	LF	635	$ 20.00	$ 12,700.00
10	L-110-3	2W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	1,710	$ 8.00	$ 13,680.00
11	L-110-5	4W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	LF	100	$ 38.00	$ 3,800.00
12	L-110-6	1W4" SPLIT DUCT CONCRETE ENCASED	LF	100	$ 50.00	$ 5,000.00
13	L-125-1	L-850D(L) IN-PAVEMENT RUNWAY THRESHOLD/END LIGHT, GREEN/RED (NE)	LF	8	$ 650.00	$ 5,200.00
14	L-125-3	L-852D(L) MIRL RUNWAY EDGE LIGHT - YELLOW/CLEAR (A,C)	EA	3	$ 2,500.00	$ 7,500.00
16	L-125-4	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE (NEW)	EA	2	$ 3,800.00	$ 7,600.00
17	L-125-9	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 -3 MODULE (ON EXIST. PAD)	EA	3	$ 4,800.00	$ 14,400.00
18	L-125-10	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE (ON EXIST. PAD)	EA	1	$ 7,900.00	$ 7,900.00
19	L-125-11	L-861(L) RUNWAY EDGE LIGHT CLEAR/CLEAR (A)	EA	10	$ 1,500.00	$ 15,000.00
20	L-125-12	L-861(L) RUNWAY EDGE LIGHT YELLOW/CLEAR (A.C)	EA	37	$ 1,500.00	$ 55,500.00
21	L-125-13	L-861E(L) ELEVATED RUNWAY THRESHOLD/END LIGHT, GREEN/RED (C)	EA	8	$ 1,500.00	$ 12,000.00
22	L-125-17	L-867B BASE CAN	EA	2	$ 550.00	$ 1,100.00
23	L-125-18	L-867D BASE CAN	EA	2	$ 750.00	$ 1,500.00
24	L-125-19	L-867E BASE CAN	EA	4	$ 900.00	$ 3,600.00
25	L-125-20	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	9	$ 900.00	$ 8,100.00
26	L-125-22	JUNCTION CAN PLAZA – FOUR CAN	EA	2	$ 4,500.00	$ 9,000.00
						$ 408,516.50

PERRY-FOLEY AIRPORT
UPGRADE AIRFIELD LIGHTING
TALYOR COUNTY, PERRY, FLORIDA
ENGINEER'S OPINION OF COST - 60% SUBMITTAL
2016.148.02

AVCON

AIRFIELD LIGHTING - ADDITIVE ALTERNATE ONE (RUNWAY 12-30)						
Item	No.	Description	Unit	Quantity	Unit Price	Extension
1	M-001-1	MOBILIZATION	LS	1	$ 5,000.00	$ 5,000.00
2	L-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	LS	1	$ 5,000.00	$ 5,000.00
3	L-105-1	ELECTRICAL DEMOLITION - AIRFIELD LIGHTING	LS	1	$ 15,000.00	$ 15,000.00
4	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	LF	18,800	$ 1.50	$ 28,200.00
5	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE - INSTALLED OVER DUCT OR CONDUIT	LF	15,106	$ 2.25	$ 33,988.50
6	L-108-3	0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	213	$ 100.00	$ 21,300.00
7	L-110-1	1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	12,183	$ 3.50	$ 42,640.50
8	L-110-2	1W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	LF	1,180	$ 20.00	$ 23,600.00
9	L-110-4	2W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	LF	635	$ 30.00	$ 19,050.00
10	L-110-6	1W4" PVC SPLIT DUCT CONCRETE ENCASED	LF	100	$ 50.00	$ 5,000.00
11	L-125-1	L-850D(L) IN-PAVEMENT RUNWAY THRESHOLD/END LIGHT, LED, GREEN/RED (NE)	EA	6	$ 650.00	$ 3,900.00
12	L-125-2	L-852D(L) MIRL RUNWAY EDGE LIGHT CLEAR/CLEAR (C)	EA	4	$ 2,500.00	$ 10,000.00
13	L-125-4	L-858(L) SIGN -- SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE (NEW)	EA	1	$ 3,800.00	$ 3,800.00
14	L-125-5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE (EXISTING PAD)	EA	3	$ 3,100.00	$ 9,300.00
15	L-125-8	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 -3 MODULE (NEW)	EA	1	$ 5,500.00	$ 5,500.00
16	L-125-9	L-858(L) SIGN -- SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE (EXISTING PAD)	EA	3	$ 4,800.00	$ 14,400.00
17	L-125-11	L-861(L) RUNWAY EDGE LIGHT CLEAR/CLEAR (A)	EA	42	$ 1,500.00	$ 63,000.00
18	L-125-14	L-861E(L) ELEVATED RUNWAY THRESHOLD/END LIGHT, GREEN/RED (T)	EA	6	$ 1,500.00	$ 9,000.00
19	L-125-17	L-867B BASE CAN	EA	2	$ 550.00	$ 1,100.00
20	L-125-18	L-867D BASE CAN	EA	2	$ 750.00	$ 1,500.00
21	L-125-20	FIELD LIGHTING ARRESTOR ASSEMBLY	EA	17	$ 900.00	$ 15,300.00
22	L-125-21	JUNCTION CAN PLAZA – TWO CAN	EA	2	$ 3,000.00	$ 6,000.00
						$ 341,579.00

PERRY-FOLEY AIRPORT
UPGRADE AIRFIELD LIGHTING
TALYOR COUNTY, PERRY, FLORIDA
ENGINEER'S OPINION OF COST - 60% SUBMITTAL
2016.148.02

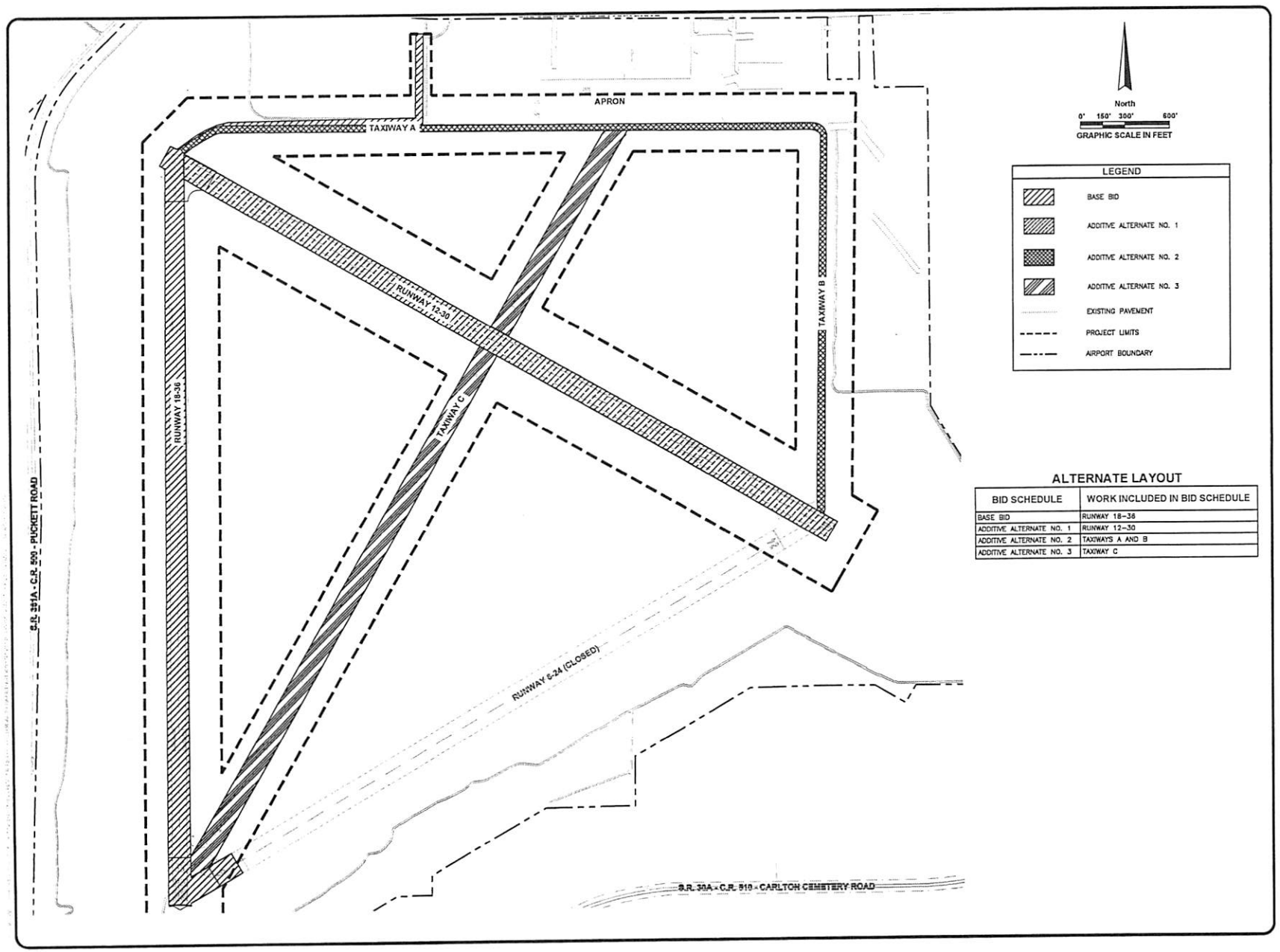
AVCON

AIRFIELD LIGHTING - ADDITIVE ALTERNATE TWO (TAXIWAYS A AND B)						
Item	No.	Description	Unit	Quantity	Unit Price	Extension
1	M-001-1	MOBILIZATION	LS	1	$ 5,000.00	$ 5,000.00
2	L-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	LS	1	$ 5,000.00	$ 5,000.00
3	L-105-1	ELECTRICAL DEMOLITION - AIRFIELD LIGHTING	LS	1	$ 20,000.00	$ 20,000.00
4	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	LF	22,033	$ 1.50	$ 33,049.50
5	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE - INSTALLED OVER DUCT OR CONDUIT	LF	16,220	$ 2.25	$ 36,495.00
6	L-108-3	0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	182	$ 100.00	$ 18,200.00
7	L-110-1	1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	14,210	$ 4.75	$ 67,497.50
8	L-110-2	1W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	LF	110	$ 20.00	$ 2,200.00
9	L-110-6	1W4" PVC SPLIT DUCT CONCRETE ENCASED	LF	100	$ 100.00	$ 10,000.00
10	L-125-6	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE (NEW)	EA	2	$ 5,500.00	$ 11,000.00
11	L-125-7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE (ON EXIST. PAD)	EA	2	$ 4,500.00	$ 9,000.00
12	L-125-9	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 -3 MODULE (ON EXST. PAD)	EA	1	$ 6,900.00	$ 6,900.00
13	L-125-10	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE (ON EXST. PAD)	EA	2	$ 8,900.00	$ 17,800.00
14	L-125-15	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	128	$ 750.00	$ 96,000.00
15	L-125-20	FIELD LIGHTING ARRESTOR ASSEMBLY	EA	12	$ 750.00	$ 9,000.00
						$ 347,142.00

PERRY-FOLEY AIRPORT
UPGRADE AIRFIELD LIGHTING
TALYOR COUNTY, PERRY, FLORIDA
ENGINEER'S OPINION OF COST - 60% SUBMITTAL
2016.148.02

AVCON

AIRFIELD LIGHTING - ADDITIVE ALTERNATE THREE (TAXIWAY C)						
Item	No.	Description	Unit	Quantity	Unit Price	Extension
1	M-001-1	MOBILIZATION	LS	1	$ 5,000.00	$ 5,000.00
2	L-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	LS	1	$ 5,000.00	$ 5,000.00
3	L-105-1	ELECTRICAL DEMOLITION - AIRFIELD LIGHTING	LS	1	$ 3,000.00	$ 3,000.00
4	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	LF	13,800	$ 1.50	$ 20,700.00
5	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE - INSTALLED OVER DUCT OR CONDUIT	LF	13,753	$ 2.25	$ 30,944.25
6	L-108-3	0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	187	$ 100.00	$ 18,700.00
7	L-110-1	1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	11,835	$ 4.75	$ 56,216.25
8	L-110-4	2W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	LF	405	$ 30.00	$ 12,150.00
9	L-110-6	1W4" PVC SPLIT DUCT CONCRETE ENCASED	LF	100	$ 100.00	$ 10,000.00
10	L-125-15	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	54	$ 750.00	$ 40,500.00
11	L-125-16	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	EA	26	$ 500.00	$ 13,000.00
12	L-125-20	FIELD LIGHTING ARRESTOR ASSEMBLY	EA	12	$ 750.00	$ 9,000.00
13	L-125-21	JUNCTION CAN PLAZA – TWO CAN	EA	4	$ 3,800.00	$ 15,200.00
						$ 239,410.50



ALTERNATE LAYOUT

BID SCHEDULE	WORK INCLUDED IN BID SCHEDULE
BASE BID	RUNWAY 18–36
ADDITIVE ALTERNATE NO. 1	RUNWAY 12–30
ADDITIVE ALTERNATE NO. 2	TAXIWAYS A AND B
ADDITIVE ALTERNATE NO. 3	TAXIWAY C

AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - MCEVILLE, FL 32578-3425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

ENGINEER OF RECORD:
NAME: JOHN R. COLLINS
FL LICENSE NO.: 75419

AVCON, INC.
320 BAYSHORE DRIVE, SUITE A
MCEVILLE, FL 32578
PHONE: (850) 678-0050
FAX: (850) 678-0040

FBPR CERTIFICATE OF AUTHORIZATION NO. 5057

PERRY - FOLEY AIRPORT
TAYLOR COUNTY FLORIDA

UPGRADE AIRFIELD LIGHTING

ALTERNATE SCHEDULE PLAN

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

REVISIONS:

NO.	DATE	BY	DESCRIPTION

60% DESIGN SUBMITTAL

DESIGNED BY:	J.R.C.
DRAWN BY:	C.A.P.
CHECKED BY:	V.C.L.
APPROVED BY:	J.R.C.
DATE:	SEPTEMBER 2016

AVCON PROJECT NO. 2016.148.02

SHEET NUMBER
G10

24

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The RFQ Review Committee is requesting Board to award the Airport Consulting Firm Contract to AVCON, Inc.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **The Board received RFQ's October 2, 2017 at 6:05 p.m. for an Airport Consulting Firm as required by FAA. The Review Committee is requesting the Board to award the contract of AVCON, Inc.**

Recommended Action: **Award Airport Consulting Firm Contract to AVCON, Inc. per the request of the Review Committee.**

Fiscal Impact: The Federal Aviation Administration (FAA) requires the County to have a consulting firm under contract for professional, engineering, planning, design and construction management services to be eligible for funding assistance from FAA. The Consultant is 100% paid by grant funds obtained from FAA and Florida Department of Transportation Aviation Division.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County received three RFQ's at the October 2, 2017 Board meeting. The firms submitting RFQ's were: Amherst Consulting, AVCON, Inc., and Passero Associates. The Review Committee has ranked the firms and recommends AVCON, Inc. The rankings are as follows by the Review Committee:**

AVCON, Inc. Score: 91
Passero Associates Score: 80
Amherst Consulting Score: 70

The Review Committee was Dawn Taylor representing the Perry/Taylor County Chamber of Commerce and Tourism Development, Scott Frederick representing the Taylor County Development Authority, Bill Roberts, and Melody Cox. FAA allows for contracts to be awarded for up to five years. The County has normally executed a three year contract with two one year extensions. FAA requires all general aviation airports to have a firm under contract for Airport General Consulting Services. We are also required to receive RFQ's at least once every five years.

Attachments: Committee Ranking Information

AIRPORT CONSULTING FIRM AVERAGE SCORES

AVCON, INC. 91 OUT OF 100 POSSIBLE POINTS

PASSERO ASSOCIATES 80 OUT OF 100 POSSIBLE POINTS

AMHERST CONSULTING 70 OUT OF 100 POSSIBLE POINTS

Taylor County
Airport Consulting Services RFQ
October 2, 2017

Proposer A: Amherst Consulting

Proposer B: AVCON, Inc.

Proposer C: Passero Associates

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G
Transmittal Letter (5 Points)	3	4	3				
Company Overview (15 Points)	12	13	13				
Project Manager & Team (20 Points)	17	18	17				
Representa-tive Projects (20 Points)	17	18	15				
Environment/ Permitting Experience/ (5 Points)	3	4	3				
Regulatory Compliance Experience (5 Points)	5	4	3				
FAA/FDOT and Related Grant Experience (15 Points)	2	3	2				
DBE Plan (5 Points)	5	5	3				
Total Score (100 Possible)	(64)	(69)	(59)				
Proof of Insurance (5 Points)	5	5	5				
Summary (5 Points)	2	4	2				
Total Score (100 Possible)	(71)	(78)	(66)				

Ranking: #1 (A) 71

#2 (B) 78

#3 (C) 66

#4 _____

Reviewer: Dawn Taylor

Signature Dawn Taylor **Date** 10-10-17

Taylor County
Airport Consulting Services RFQ
October 2, 2017

Proposer A: Amherst Consulting

Proposer B: AVCON, Inc.

Proposer C: Passero Associates

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G
Transmittal Letter (5 Points)	4	5	5				
Company Overview (15 Points)	12	14	15				
Project Manager & Team (20 Points)	19	20	20				
Representa-tive Projects (20 Points)	19	20	20				
Environment/ Permitting Experience/ (5 Points)	4	5	5				
Regulatory Compliance Experience (5 Points)	4	5	5				
FAA/FDOT and Related Grant Experience (15 Points)	12	14	15				
DBE Plan (5 Points)	4	5	5				
Proof of Insurance (5 Points)	5	5	5				
Summary (5 Points)	4	5	5				
Total Score (100 Possible)	87	98	100				

Ranking: #1 C

#2 B

#3 A

#4 _____

Reviewer:

Signature Scott Frederick **Date** 10-11-17

Taylor County
Airport Consulting Services RFQ
October 2, 2017

Proposer A: Amherst Consulting

Proposer B: AVCON, Inc.

Proposer C: Passero Associates

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G
Transmittal Letter (5 Points)	3	4	5				
Company Overview (15 Points)	3	15	15				
Project Manager & Team (20 Points)	10	20	18				
Representa-tive Projects (20 Points)	10	18	20				
Environment/ Permitting Experience/ (5 Points)	1	5	1				
Regulatory Compliance Experience (5 Points)	0	5	0				
FAA/FDOT and Related Grant Experience (15 Points)	5	5	5				
DBE Plan (5 Points)	5	4	3				
Proof of Insurance (5 Points)	5	5	5				
Summary (5 Points)	0	5	5				
Total Score (100 Possible)	42	96	77				

Ranking: #1 AVCON, Inc.

#2 Passero Associates

#3 Amherst Consulting

#4 _____

Reviewer: Bill Roberts

Signature _____ **Date** 10/4/2017

Taylor County
Airport Consulting Services RFQ
October 2, 2017

Proposer A: Amherst Consulting

Proposer B: AVCON, Inc.

Proposer C: Passero Associates

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G
Transmittal Letter (5 Points)	5	5	5				
Company Overview (15 Points)	12	15	11				
Project Manager & Team (20 Points)	18	20	17				
Representa-tive Projects (20 Points)	17	17	20				
Environment/ Permitting Experience/ (5 Points)	2	5	1				
Regulatory Compliance Experience (5 Points)	2	4	2				
FAA/FDOT and Related Grant Experience (15 Points)	10	12	12				
DBE Plan (5 Points)	5	5	1				
Proof of Insurance (5 Points)	5	5	5				
Summary (5 Points)	4	5	3				
Total Score (100 Possible)	80	93	77				

Ranking: #1 AVCON, Inc.

#2 Amherst Consulting

#3 Passero Associates

#4

Reviewer: Melody Cox

Signature Melody Cox **Date** 10-10-2017

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the Taylor County Multi-Year Implementation Plan (MYIP) for submission to the Department of Treasury after the 45 day public review process for the County to be eligible to receive the Gulf Coast Restoration Trust Fund (Restore Act) funds .
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Board to review and approve the MYIP as prepared by Langton Consulting firm and County grants staff for the 45 day public review process and submission to the Department of Treasury for approval to be eligible to receive RESTORE Act funding.**

Recommended Action: **Approve the MYIP and begin the 45 day public review process prior to submission to the Department of Treasury.**

Fiscal Impact: **The MYIP must be approved by the Department of Treasury before the County is eligible to submit grant application(s) to access the Restore Act funds allocated to Taylor County. Upon approval by the Department of Treasury, the County will be eligible to submit grant application up to $1,050.355 in April 2018 to be used for canal dredging.**

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

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **To be eligible to receive Restore Act funds, the County must have an MYIP approved by the Department of Treasury. After the Board approves the MYIP draft, the County is required to have a 45 day public review process. The MYIP will be available for public review at the County Administrator's office, Grants office, and on line at www.taylorcountygov.com. After the public review process, the Board will again review and approve the MYIP before submission to the Department of Treasury. The County has procured Langton Consulting to assist staff with the MYIP and the preparation of associated**

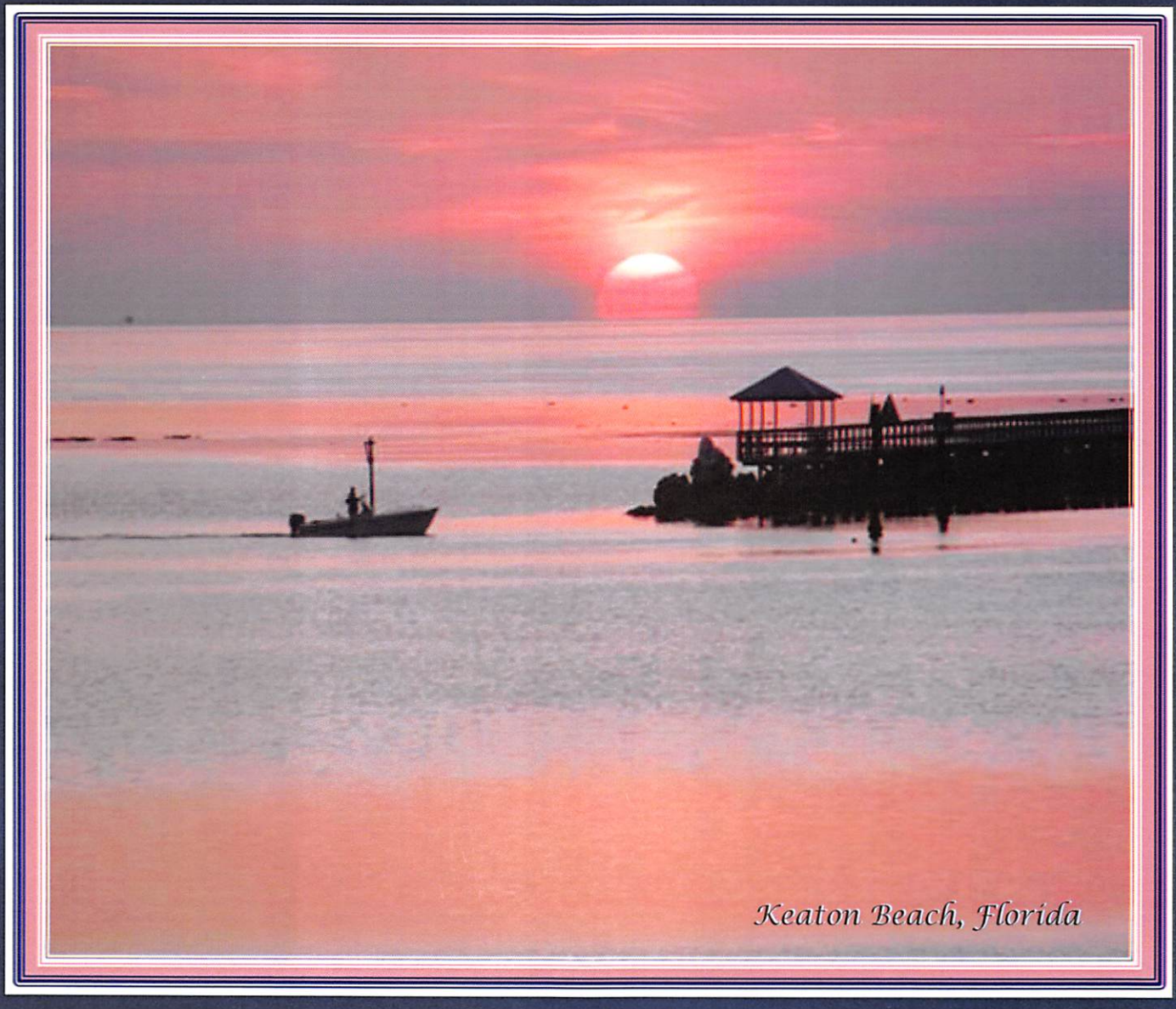
support documents required by the Department of Treasury. The County had previously determined the Pot 1 Restore Act funds will be used for canal dredging at Keaton Beach, Steinhatchee Boat Ramp Basin, Dark Island, Cedar Island and Dekle Beach. The County will receive $4,076,136.56 over a fifteen year period.

Attachments: Gulf Coast Restoration Trust Fund, Multi-Year Implementation Plan for Taylor County.

Gulf Coast Restoration Trust Fund

Multi-Year Implementation Plan

Taylor County, Florida



November 2017

RESTORE ACT Direct Component Multiyear Plan Narrative

Department of the Treasury

OMB Approval No. 1505-0250

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

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

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

NARRATIVE DESCRIPTION:

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

It is the intention of the Board of County Commissioners and Staff of Taylor County, Florida to implement five (5) canal restoration and enhancement projects in the direct coastal areas of the Gulf of Mexico within the jurisdictional borders of Taylor County. The projects will be performed beginning in April 2018 and running through October 2031. The five (5) Canal dredging and improvement projects which will impact over five (5) total miles of the County's canal system are described in the attached document.

2. How the applicant made the multiyear plan available for 45 days for public review and comment, in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and non-profit organizations, such as through public meetings, presentations in languages other than English, and postings on the Internet. The applicant will need to submit documentation (e.g., a copy of public notices) to demonstrate that it made its multiyear plan available to the public for at least 45 days. In addition, describe how each activity in the multiyear plan was approved after consideration of all meaningful input from the public and submit documentation (e.g., a letter from the applicant's leadership approving submission of the multiyear plan to Treasury or a resolution approving the applicant's multiyear plan).

The Taylor County Board of County Commissioners reviewed and approved the Draft Multiyear Implementation Plan at their regularly scheduled meeting of November 6, 2017. Public Comments were allowed as is common practice at all County Commission Meetings. At that point Taylor County began the solicitation process for public input and comments on the Draft Multiyear Implementation Plan.

The document was made available to the public for review and comment from November 8, 2017 until December 22, 2017 (a 45 day period).

The Taylor County Board of County Commissioners published NOTICE that the Draft MYIP was available for the Public's review and comment during the 45 day period at the following locations:

-Taylor County Administrative Complex located at 201 East Green Street, Perry, Florida 32347, from Monday to Friday during normal business hours.

-Taylor County Grants Department located at the Perry Foley Airport, 401 Industrial Park Drive, Perry, Florida 32348.

-Taylor County Website @ taylorcountygov.com

Comments to be added at conclusion of the Public Review and Comment Period.

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

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

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

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

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

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

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

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

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

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

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

RESTORE Act Direct Component Multiyear Plan Narrative

Department of Treasury

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

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

Project 1: Keaton Beach Canal Dredging.

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

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

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

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

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

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

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

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

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

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

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

Project 3: Dark Island Canal Dredging.

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

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

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

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

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

Project 4: Cedar Island Canal Dredging.

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

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

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

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

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

Project 5: Dekle Beach Canal Dredging.

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

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

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

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

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

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

Project 1: Keaton Beach Canal Dredging.

Primary Eligible Activity: Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region.

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

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

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

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

Primary Eligible Activity: Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region.

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

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

Project 3: Dark Island Canal Dredging.

Primary Eligible Activity: Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region.

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

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

Project 4: Cedar Island Canal Dredging.

Primary Eligible Activity: Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region.

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

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

Project 5: Dekle Beach Canal Dredging.

Primary Eligible Activity: Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region.

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

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

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

Project 1: Keaton Beach Canal Dredging.

Project success will be measured by:

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

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

Project success will be measured by:

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

Project 3: Dark Island Canal Dredging.

Project success will be measured by:

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

Project 4: Cedar Island Canal Dredging.

Project success will be measured by:

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

Project 5: Dekle Beach Canal Dredging.

Project success will be measured by:

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

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

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

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

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

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

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

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

Project 1: Keaton Beach Canal Dredging

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

Project 2: Steinhatchee Boat Ramp Basin Canal Dredging.

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

Project 3: Dark Island Canal Dredging.

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

Project 4: Cedar Island Canal Dredging.

Taylor County Board of County Commissioners has expressed a willingness to contribute $552,481.00 in their FY 2031 Budget as match to the total costs of the project of $1,489,019.00. This Third Party contribution represents approximately 33% of the total costs. The Taylor County contribution will be dedicated to the cost of Design, Engineering, Permitting, & Survey; grant writing and grant implementation and a small portion of the Dredging costs. The RESTORE Act funds will be allocated to the actual dredging costs.

Project 5: Dekle Beach Canal Dredging.

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

RESTORE ACT Direct Component Multiyear Plan Matrix — Department of the Treasury | OMB Approval No. 1505-0250

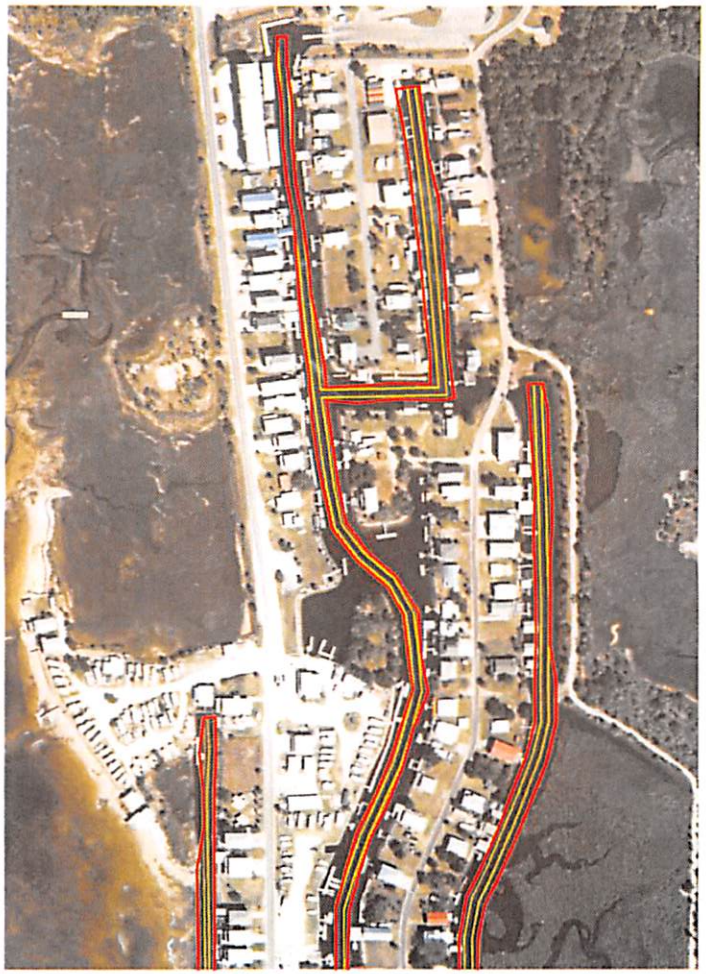
Applicant Name:	Taylor County, Florida Board of County Commission								
1. MULTIYEAR PLAN VERSION (INITIAL OR AMENDMENT NUMBER):	Initial	**2a. DATE OF INITIAL MULTIYEAR PLAN ACCEPTANCE (mm/dd/yyyy):**			1/1/2018	**2b. DATE OF LAST MULTIYEAR PLAN ACCEPTANCE:**			
3. CUMULATIVE DIRECT COMPONENT ALLOCATION AVAILABLE FOR DISTRIBUTION TO APPLICANT:		$1,050,355.23	**4. TOTAL ALLOCATIONS PLUS KNOWN FUNDS NOT YET DEPOSITED IN TRUST FUND FOR DIRECT COMPONENT:**						$4,076,136.56

5. Primary Direct Component Eligible Activity Further Described in Application (Static Field)	6. Activity Title (Static Field)	7. Location (Static Field)	8. Estimated Total Funding Contributions For Proposed Activity(ies)(refer to instructions)				9. Proposed Start Date mm/dd/yyyy	10. Proposed End Date mm/dd/yyyy	11. Status (refer to instructions)
			8a. Direct Component Contribution	8b. Other RESTORE Act Contribution	8c. Other Third Party Contribution	8d. Total Contribution			
Restoration/protection of natural resources, ecosystems, fisheries, marine wildlife habitates, beaches,and coastal wetlands.	Keaton Beach Canal Dredging, Project 1	Taylor County, Florida. Please see attached Map and Ariel Photo of Project #1.	$1,050,355.00	$0.00	$11,145.00	$1,061,500.00	04-2018	01-2019	1.Prepare scope of services, 2.Design and permit, 3.solicit bids, 4.canal dredging, and 5. project closeout and report filed with Treasury.
Restoration/protection of natural resources, ecosystems, fisheries, marine wildlife habitates, beaches,and coastal wetlands.	Steinhatchee Boat Ramp Basin Canal Dredging, Project 2	Taylor County, Florida. Please see attached Map and Ariel Photo of Project #2.	$232,752.00	$0.00	$98,348.00	$331,100.00	04-2019	01-2020	1.Prepare scope of services, 2.Design and permit, 3.solicit bids, 4.canal dredging, and 5. project closeout and report filed with Treasury.
Restoration/protection of natural resources, ecosystems, fisheries, marine wildlife habitates, beaches,and coastal wetlands.	Dark Island Canal Dredging, Project 3	Taylor County, Florida. Please see attached Map and Ariel Photo of Project #3.	$931,010.00	$0.00	$12,790.00	$943,800.00	04-2023	01-2024	1.Prepare scope of services, 2.Design and permit, 3.solicit bids, 4.canal dredging, and 5. project closeout and report filed with Treasury.
Restoration/protection of natural resources, ecosystems, fisheries, marine wildlife habitates, beaches,and coastal wetlands.	Cedar Island Canal Dredging, Project 4	Taylor County, Florida. Please see attached Map and Ariel Photo of Project #4.	$1,489,019.00	$0.00	$552,481.00	$2,041,500.00	04-2027	01-2028	1.Prepare scope of services, 2.Design and permit, 3.solicit bids, 4.canal dredging, and 5. project closeout and report filed with Treasury.
Restoration/protection of natural resources, ecosystems, fisheries, marine wildlife habitates, beaches,and coastal wetlands.	Dekle Beach Canal Dredging, Project 5	Taylor County, Florida. Please see attached Map and Ariel Photo of Project #5.	$373,000.00	$0.00	$0.00	$373,000.00	04-2031	01-2032	1.Prepare scope of services, 2.Design and permit, 3.solicit bids, 4.canal dredging, and 5. project closeout and report filed with Treasury.
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
	12. ESTIMATED TOTAL FUNDING CONTRIBUTIONS FOR ACTIVITY(IES) (refer to instructions)		$4,076,136.00	$0.00	$674,764.00	$4,750,900.00	Please note: Grant awards may reflect non-material changes in proposed dates and estimated funding.		

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

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





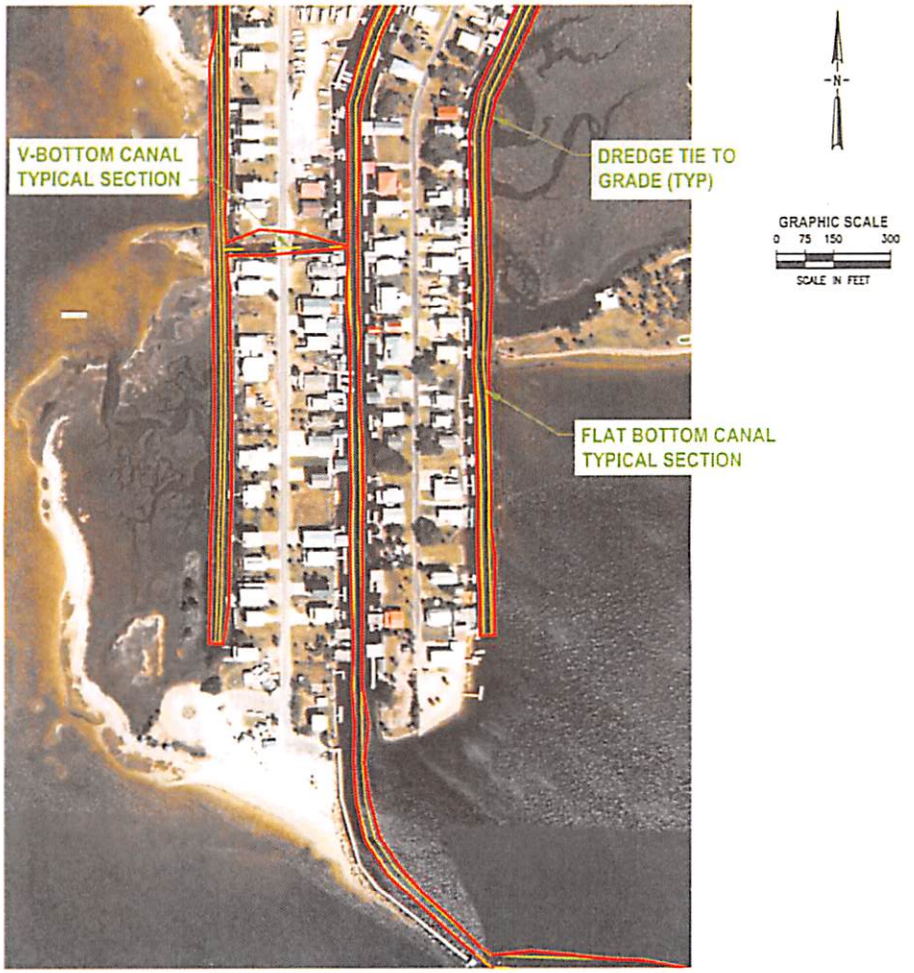


FIGURE 2
DREDGING PLAN
KEATON BEACH
TAYLOR COUNTY, FL

JONES EDMUNDS

Project #1 - Keaton Beach



FIGURE 5
DREDGING PLAN
STEINHATCHEE BOAT RAMP
TAYLOR COUNTY, FL

JONES EDMUNDS

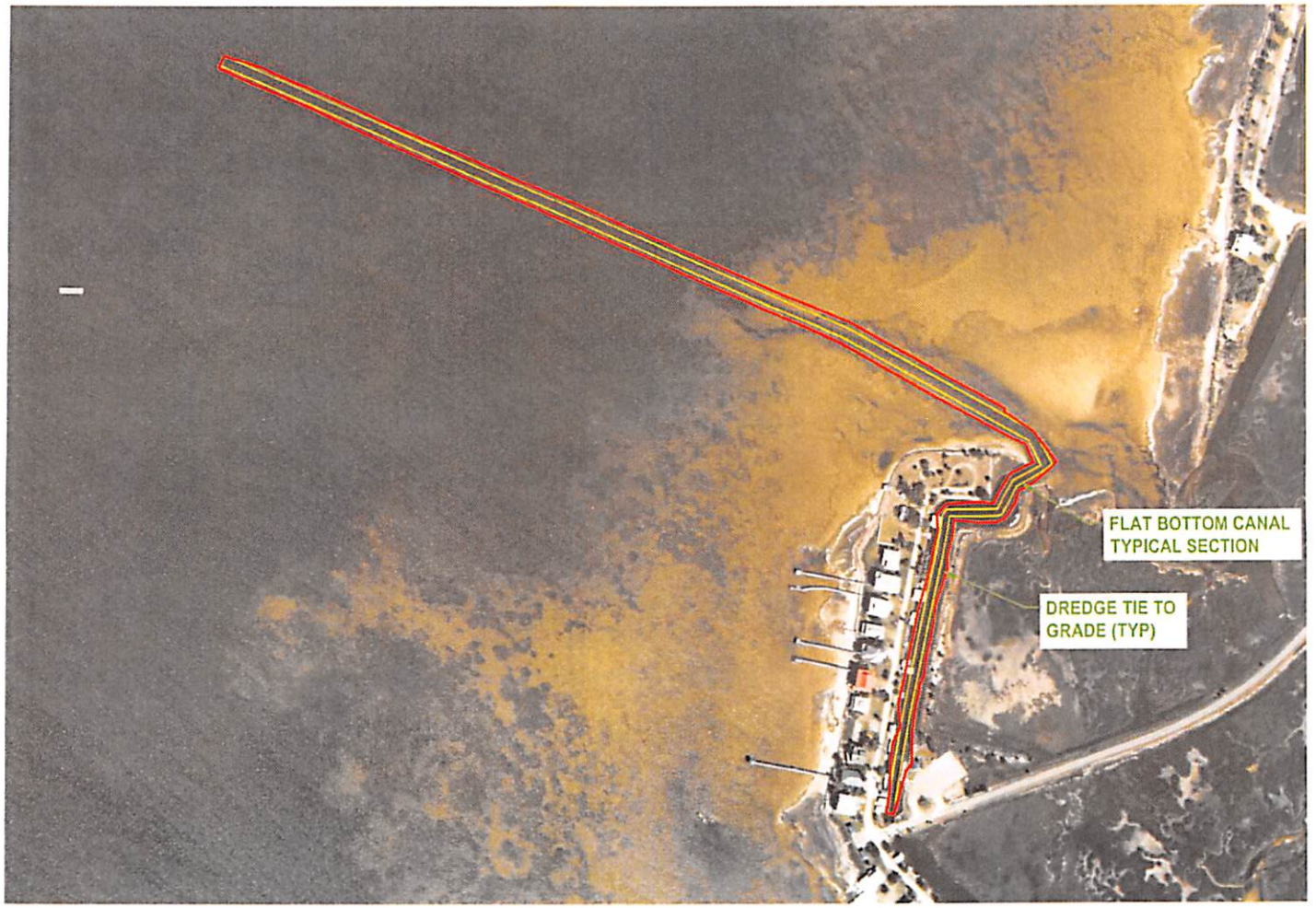


FIGURE 4
DREDGING PLAN
DARK ISLAND
TAYLOR COUNTY, FL

JONES EDMUNDS

Project #3 - Dark Island

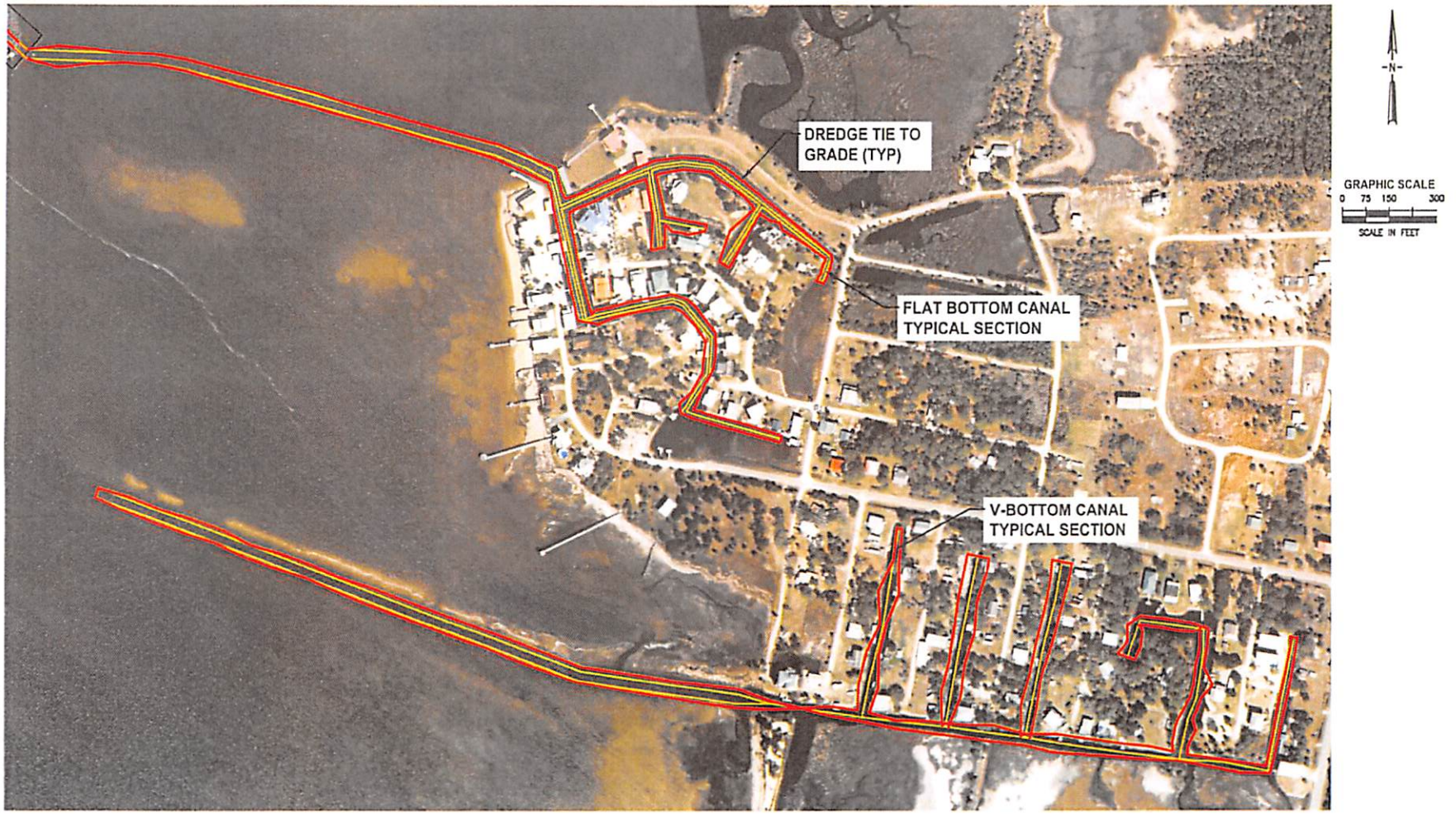


FIGURE 3
DREDGING PLAN
CEDAR ISLAND
TAYLOR COUNTY, FL

JONES EDMUNDS

Project #4 - Cedar Island



FIGURE 1
DREDGING PLAN
DEYKL ISLAND
TAYLOR COUNTY, FL

JONES EDMUNDS

Project #5 - Dekle Beach

ownership issues are finally resolved. Initially the County was facing a $913,000 debt to the FAA. County staff and AVCON, Inc. has worked diligently with FAA and spent a great deal of time researching past records and has reduced the debt to the current amount of $34,970.46 which FAA has tentatively agreed to. Also as part of the settlement, 20.57 acres currently owned by the Taylor County Development Authority would be deeded to Perry Foley Airport for future airport development and use. Staff has met with the Development Authority Board who voted to approve the transfer of land to the County. The County had an appraisal completed and the land appraised at $59,500. This land is located directly behind the Airport on Carlton Cemetery Road and will make an excellent site for future airport development as well as possible location for a solar farm.

Attachments: Request for Land Release and support documentation

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Request for Land Release and support documents to FAA to resolve Perry Foley Airport property ownership issues dating back to 1946.
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **There have been ongoing property ownership issues in reference to Perry-Foley Airport for many years. FAA has determined the County is not eligible for FAA funding unless the ownership issues are resolved. County staff, and AVCON, Inc. has worked very closely with FAA the past three years in an effort to completely resolve ownership issues. FAA has tentatively agreed to a settlement of $34,970.46 which can be divided up over four years and be used as a match for airport projects as well as 20.57 acres currently owned by the Taylor County Development Authority being deeded to Perry Foley Airport.**

Recommended Action: **Approve Request for Land Release and support documentation.**

Fiscal Impact: **The County is not eligible for FAA grant funding until the land ownership issues are resolved. The proposed settlement is in the amount of $34,970.46 over a four year period which is $8,743 annually the first three years and $8,741.46 the final year. The Airport will also acquire an additional 20.57 acres which is currently owned by the Taylor County Development Authority.**

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

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **There have been ownership issues between FAA and the County dating back to 1946. FAA has determined the County is not eligible for grant funding until the land**

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
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(850) 838-3506 Phone
(850) 838-3549 Fax

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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 20, 2017

Mr. Pedro Blanco
Program Manager/Airport Planner
Federal Aviation Administration – Orlando Airport District Office (ADO)
5950 Hazeltine National Drive, Suite 400
Orlando, Florida 32822-5024

Reference: **Request for Land Release**
Perry Foley Airport
Taylor County, Florida

Dear Mr. Blanco:

Pursuant to your meeting with Mary Soderstrum on February 1, 2016, and a follow up conference call on February 10, 2017, regarding property ownership of the Perry Foley Airport and surrounding parcels, we have prepared this request for land release for your review.

As part of the recent Perry Foley Airport Master Plan Update, A title search was performed and the results of this title search indicate that five (5) parcels, which were part of the original land conveyance from the government to create the Perry Foley Airport, have been sold by Taylor County without obtaining releases from the FAA. These five parcels are identified as Parcels 16, 17, 22, 23, and 26 in **Attachment A** and the property deeds with legal descriptions are provided as **Attachment B**.

As required by the FAA to issue a land release, the County must show that the airport has been compensated fair market value for each of these five parcels. As discussed during our February 10, 2017 conference call, the total value of the property is the estimated fair market value of the property at the time of sale, plus 10% of that value for each year the property was not in the airport's possession to account for potential lease revenue. To estimate the fair market value of the property when these five parcels were sold, the Taylor County Property Appraiser's office provided their professional opinion of the value of these parcels at the time of sale as summarized in the letter prepared by Taylor County attached as **Attachment C.** A summary of the estimated values identified by the Property Appraiser and calculated by the County is provided below:

Table 1: Estimated Parcel Values

Parcel Number	Acres	Year Sold	Tax Value Per Acre at Year of Sale	Estimated Tax Value of Land at Time of Sale	Estimated Market Value at Time of Sale	Years Away from Airport	Estimated Lease Revenue (10% per year)	Current Total Parcel Value
16	2.28	1983	$ 1,200.00	$ 2,736.00	$ 3,283.20	34	$ 11,162.88	$14,446.08
17	9.97	1983	$ 1,200.00	$11,964.00	$ 14,356.80	34	$ 48,813.12	$63,169.92
22	0.69	1946	$ 3.00	$ 2.07	$ 2.48	71	$ 17.75	$20.23
23	1.75	1946	$ 3.00	$ 5.25	$ 6.30	71	$ 44.73	$51.03
26	2.59	1973	$ 1,000.00	$ 2,590.00	$ 3,108.00	44	$ 13,675.20	$16,783.20
				Total:	**$ 20,756.78**		**$ 73,713.68**	**$94,470.46**

Based on the professional opinion of the Taylor County Property Appraiser, the estimated fair market values of the five parcels, considering both estimated original sale price and estimate lease revenue, is $94,470.46.

The County intends to reimburse the airport by donating land to the airport and providing grant matches. The County proposes to donate Parcel 06060-200, a 20.57-acre parcel adjacent to the south airport boundary, to the airport and this parcel is depicted in **Attachment D**. This parcel is desirable to the airport since this area can be developed into an industrial park and has efficient access to the recently closed Runway 6-24 which could be re-developed into a taxiway. The County coordinated an appraisal of this property and the appraised value is $59,500. A copy of the appraisal is attached as **Attachment E**.

The County proposes to reimburse the airport the remaining $34,970.46 over the next four years starting in 2018 by providing grant matches as follows:

Table 2: Proposed Grant Matches

Year	Project	Amount
2018	Upgrade Airfield Lighting Systems	$ 8,743.00
2019	Obstacle Removal	$ 8,743.00
2020	Rehabilitate Runway 12-30	$ 8,743.00
2021	Rehabilitate Runway 12-30	$ 8,741.46
		$34,970.46

As Taylor County is proposing to reimburse the airport the estimated fair market value of these parcels and the estimated lease values, we hereby request formal FAA release of these parcels. We look forward to your response and feel free to let us know if you have any questions or need any additional information.

Sincerely,

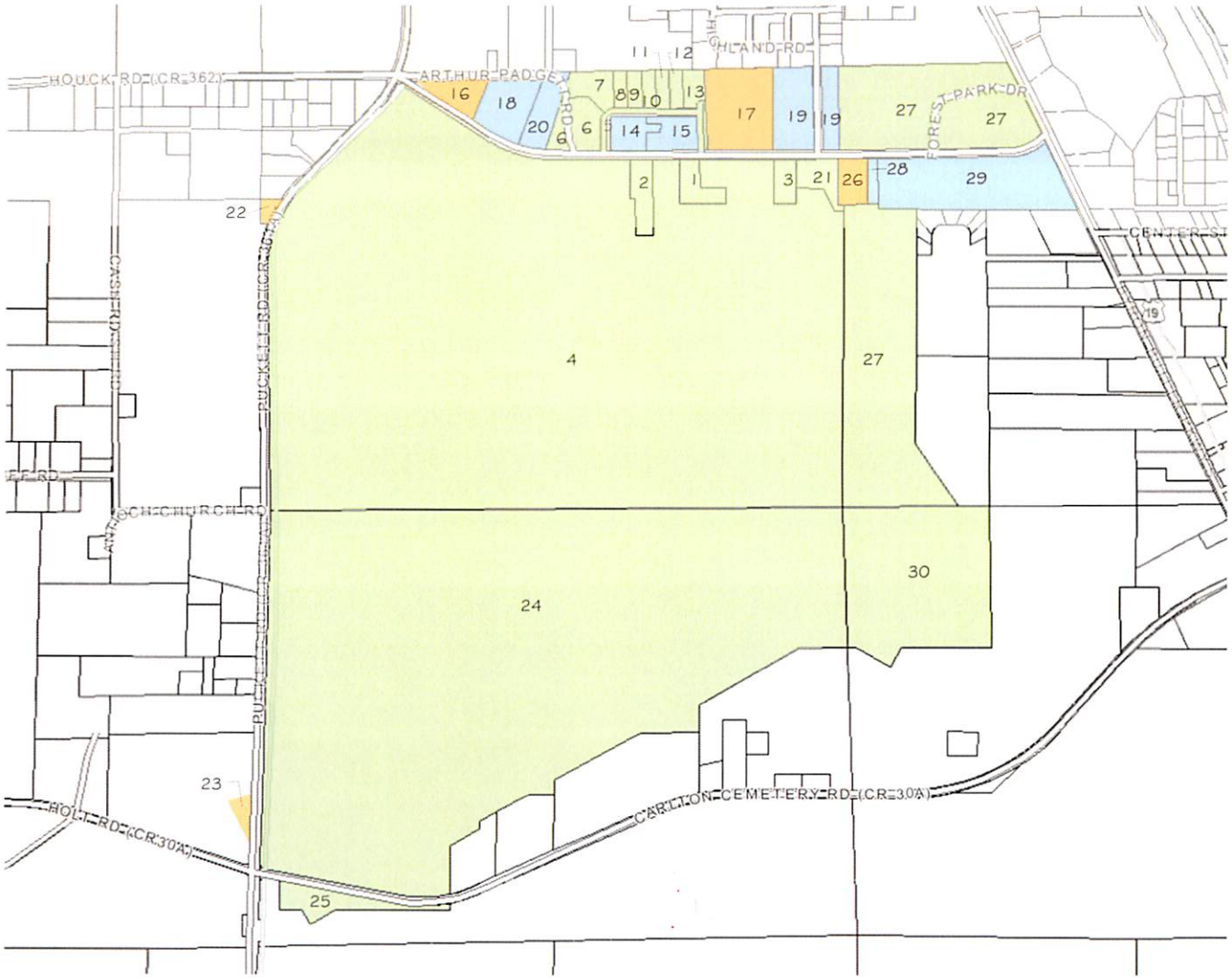
Taylor County Board of County Commissioners

Pam Feagle
Chairman

Enclosures: as noted

ATTACHMENT A

PERRY-FOLEY AIRPORT PROPERTIES



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Pending Airport Land Transfers

In 1946 land in Section 1, Township 5, Range 7 was valued between $2.00 and $3.00 per acre for property tax purposes. The Property Appraiser says to add 15% to 20% to that amount for the real value of the property.

Parcel 22 - .69 Acres

Original Market Value = (0.69 ac x $3.00) + 20% = $2.48

Estimated Lease Value = $2.48 x 10% = $.25 –10% of the property value per year

2017-1946 = 71 years; $0.25 x 71 years = $17.75

$2.48 + $17.75 = $20.23

Parcel 23 – 1.75 Acres

Original Market Value = (1.75 ac x $3.00) + 20% = $6.30

Estimated Lease Value = $6.30 x 10% = $0.63 -10% of the property value per year

2017-1946 = 71 years; $0.63 x 71 years = $44.73

$6.30 + $44.73 = $51.03

In 1983 land in Section 1, Township 5, Range 7 was valued around $1,200.00 per acre for property tax purposes. The Property Appraiser says to add 15% to 20% to that amount for the real value of the property.

Parcel 16 – 2.28 Acres

Original Market Value = (2.28 ac x $1,200.00) + 20% = $3,283.20

Estimated Lease Value = $3,283.20 x 10% = $328.32 –10% of the property value per year

2017-1983 = 34 years; $328.32 x 34 years = $11,162.88

$3,283.20 + $11,162.88 = $14,446.08

Parcel 17 – 9.97 Acres

Original Market Value = (9.97 ac x $1,200.00) + 20% = $14,356.80

Estimated Lease Value = $14,356.80 x 10% = $1,435.68 –10% of the property value per year

2017-1983 = 34 years; $1,435.68 x 34 years = $48,813.12

$14,356.80 + $48,813.12 = $63,169.92

In 1973 land in Section 6, Township 5, Range 7 was valued around $1,000.00 per acre for property tax purposes. The Property Appraiser says to add 15% to 20% to that amount for the real value of the property.

Parcel 26 – 2.59 Acres

Original Market Value = (2.59 ac x $1,000.00) + 20% = $3,108.00

Estimated Lease Value = $3,108.00 x 10% = $310.80 –10% of the property value per year

2017-1973 = 44 years; $310.80 x 44 years = $13,675.20

$3,108.00 + $13,675.20 = $16,783.20

Estimated Total of Parcels = $94,470.46

ATTACHMENT D

INVOICE

FROM:

Marsh Appraisal Service
3926 Monterey Pines Trl
Tallahassee, FL 32309-6337

Telephone Number: (850) 878-0009 Fax Number: (850) 907-0008

TO:

Melody Cox
Taylor County Development Authority
201 East Green Street
Perry, FL 32347

E-Mail:
Telephone Number: Fax Number:
Alternate Number:

INVOICE NUMBER	
17268	
DATES	
Invoice Date:	08/14/2017
Due Date:	Upon Receipt
REFERENCE	
Internal Order #:	
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	17268
Other File # on form:	
Federal Tax ID:	22-3956142
Employer ID:	

DESCRIPTION

Lender: Client: Taylor County Development Authority
Purchaser/Borrower: Taylor County Development Authority
Property Address: XXX Carlton Cemetery Rd
City: Perry
County: Taylor State: FL Zip: 32348
Legal Description: Metes/Bounds: Part of Section 12, Township 5 South, Range 7 East containing 20.57 acres MOL

FEES	AMOUNT
Appraisal services in connection with the above referenced real property.	400.00
SUBTOTAL	400.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	0
		TOTAL DUE	$ 400.00

APPRAISAL OF REAL PROPERTY

LOCATED AT

XXX Carlton Cemetery Rd
Perry, FL 32348
Metes/Bounds: Part of Section 12, Township 5 South, Range 7 East containing 20.57 acres MOL

FOR

Taylor County Development Authority
201 East Green Street
Perry, FL 32347

OPINION OF VALUE

59,500

AS OF

08/24/2017

BY

Jim B. Marsh,CertResRD1080
Marsh Appraisal Service
3926 Monterey Pines Trail
Tallahassee, FL 32309
850-878-0009
jimmarsh@embarqmail.com

Client	Taylor County Development Authority				File No.	17268	
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						

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Flood Map 16
License 17
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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	XXX Carlton Cemetery Rd
	Legal Description	Metes/Bounds: Part of Section 12, Township 5 South, Range 7 East containing 20.57 ac
	City	Perry
	County	Taylor
	State	FL
	Zip Code	32348
	Census Tract	9504.00
	Map Reference	USCenTractBNA
SALES PRICE	Sale Price	$
	Date of Sale	
CLIENT	Client	Taylor County Development Authority
	Client	Taylor County Development Authority
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	$
	Location	
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	Jim B. Marsh,CertResRD1080
	Date of Appraised Value	08/24/2017
VALUE	Opinion of Value	$ 59,500

Marsh Appraisal Service

ATTACHMENT D

LAND APPRAISAL REPORT

File No.: 17268
Loan No.:

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: XXX Carlton Cemetery Rd | City: Perry | State: FL | ZIP: 32348
Borrower: Taylor County Development Authority | Owner of Public Record: Taylor County Development Aut | County: Taylor
Legal Description: Metes/Bounds: Part of Section 12, Township 5 South, Range 7 East containing 20.57 acres MOL
Assessor's Parcel #: 12-05-07-06060-200 | Tax Year: 2016 | R.E. Taxes: Exempt
Neighborhood Name: Rural | Map Reference: USCenTractBNA | Census Tract: 9504.00
Special Assessments: 0 | PUD ☐ Yes | ☒ No | HOA: $ None | ☐ Per Year | ☐ Per Month
Property Rights Appraised: ☒ Fee Simple | ☐ Leasehold | ☐ Other (describe)
Assignment Type: ☐ Purchase Transaction | ☐ Refinance Transaction | ☒ Other (describe) Establish Market Value
Lender/Client: Taylor County Development Authority | Address: 201 East Green Street, Perry, FL 32347

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $: | Date of Contract: | Is the property seller the owner of public record? ☐ Yes ☐ No | Data Sources
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid. $ None

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	☐ Urban	☐ Suburban	☒ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE		AGE	One-Unit	15 %
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	$ (000)		(yrs)	2-4 Unit	%
Growth	☐ Rapid	☐ Stable	☒ Slow	Marketing Time	☐ Under 3 mths	☐ 3-6 mths	☒ Over 6 mths	15	Low	5	Multi-Family	%
Neighborhood Boundaries: Bounded north and east by US Highway 19/27, south by Industrial Park Drive and west by Puckett Rad								35	High	35	Commercial	%
								25	Pred.	20	Vacant Land	85 %

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐

Neighborhood Description: Neighborhood located south of downtown Perry off US Highway 19/27. Subject property joins the Taylor County Airport to the south. Neighborhood also includes both manufactured and site built homes along with vacant acreage tracts

Market Conditions (including support for the above conclusions): From 2006 through most of 2012 the market was in a declining state with a high number of properties for sale and with values at their lowest point since 2005. Over the past 6 months the number of new foreclosed properties coming on the market has declined with an increase in sales activity. Values have leveled off and in some instances a slight increase has been noted. There remains, however, an imbalance between supply and demand. These mixed conditions leads the appraiser to the conclusion that the market has begun to stabilize.

SITE DESCRIPTION

Dimensions: Survey Needed For Exact Dimen | Area: 20.57 ☒ Acres ☐ Sq.Ft. | Shape: Irregular | View: Other Similar Properties
Zoning Classification: MUUF | Zoning Description: Mixed Use Urban Fringe
Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Uses permitted under current zoning regulations: Varied
Highest & Best Use: Varied
Describe any improvements: None
Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements | If No, explain:

Present use of subject site: Vacant Acreage | Current or proposed ground rent? ☐ Yes ☒ No | If Yes, $
Topography: Level | Size: 20.57 Acres | Drainage: Appears Adequate
Corner Lot: ☐ Yes ☒ No | Underground Utilities: ☐ Yes ☒ No | Fenced: ☐ Yes ☒ No | If Yes, type:
Special Flood Hazard Area: ☐ Yes ☒ No | FEMA Flood Zone: X | FEMA Map #: 12123C0379D | FEMA Map Date: 5/4/2009

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐	City - Available	Street Surface	Paved	☒	☐
Gas	☒	☐	City - Available	Street Type/Influence	Public		
Water	☒	☐	City - Available	Curb/Gutter	None	☐	☐
Sanitary Sewer	☒	☐	City - Available	Sidewalk	None	☐	☐
Other	☐	☐		Street Lights (type)	None	☐	☐
Other	☐	☐		Alley	None	☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No | If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No | If Yes, describe:
Site is typical for the market area. No apparent adverse easements or encroachments affecting the site.

Site Comments: Boundary survey was not provided therefore flood data obtained from FEMA flood map and dimensions/acreage obtained from county records. Site is typical in all respects with no apparent adverse easements or encroachments affecting the site.

LAND APPRAISAL REPORT

File No.: 17268 ATTACHMENT D
Loan No.:

There are 2 comparable sites currently offered for sale in the subject neighborhood ranging in price from $ 24,500 to $ 39,900
There were 3 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from $ 28,500 to $ 30,000

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address	XXX Carlton Cemetery Rd	XXX US Hwy 27 E		XXX Shady Oaks Ln		XXX West Boundary Rd	
City/St/Zip	Perry, FL 32348	Perry, FL 32347		Perry, FL 32347		Perry, FL 32347	
Proximity to Subject		5.54 miles E		2.50 miles NE		10.94 miles NE	
Data Sources	Insp,PubRec	Public Records		CATRS#249247		Public Records	
Verification Sources	Public Records	Public Records		Leon County MLS-Listing Broker		Public Recores	
Sale Price	$		$ 42,000		$ 30,000		$ 50,000
Price/ sf	$	$ 3,000.00		$ 1,751.31		$ 2,498.75	
Date of Sale (MO/DA/YR)		03/28/2017	0	01/11/2017	0	01/31/2017	0
Days on Market		121	0	124	0	93	0
Financing Type	Conventional	Conventional	0	Cash	0	Conventional	0
Concessions	None	None		None		None	
Location	Average-Rural	Average-Rural		Average-Rural		Average-Rural	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size (Acres)	20.57	14	+19,750	17.13	+6,250	20.01	0
View	Other Similar Prope	Equal		Equal		Equal	
Topography	Level	Level		Level		Level	0
Available Utilities	Yes	Yes		Yes		Yes	
Street Frontage	Yes-Public	Yes-Public		No-Easement	+10,000	Yes-Public	
Street Type	Public-Paved	Public-Paved		Private-Dirt	+10,000	Public-Graded	+10,000
Water Influence	None	None		None		None	
Fencing	None	None		None		None	
Improvements	None	None		None		None	
Net Adjustment (Total, in $)		☒ + ☐ -	$ 19,750	☒ + ☐ -	$ 26,250	☒ + ☐ -	$ 10,000
Adjusted sales price of the		Net Adj. %		Net Adj. %		Net Adj. %	
Comparable Sales (in $)		Gross Adj. %	$ 61,750	Gross Adj. %	$ 56,250	Gross Adj. %	$ 60,000

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.
Data Sources: Public Records
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
Data Sources: Public Records
The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.
Data Sources: Public Records

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months:		Listing and Transfer history of Comp 2 in past 12 months:		Listing and Transfer history of Comp 3 in past 12 months:	
	$		$		$		$	
	$		$		$		$	

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: Property Owner

Current Listing History	List Date	List Price	Days on Market	Data Source
		$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: Property Owner

12 Month Listng History	List Date	List Price	Days on Market	Data Source
		$		
		$		

Comments on Prior Sales/Transfers and Current and Prior Listings: After researching the sales history of the subject property and the comparables, the appraiser found that the subject has not sold or transferred in the previous 36 months. None of the comparables have sold/transferred in the previous 12 months other than as reported on the above grid.

Summary of the Sales Comparison Approach: Sales of similar vacant sites was found to be extremely limited based on the search using both public and private data sources. The 3 comparable sales represent the best sales currently available. Every effort was made to include a minimum of 2 sales that had occurred within the past 90 days, however none met that criteria. In addition an attempt was made to include only those sales meeting normal FNMA guidelines while bracketing the indicated value for the subject.

Reconciliation Comments: Equal consideration is given to each of the above comparable sales

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections: No warranties are implied by statements made within this Summary Report

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: $ 59,500 , as of: 08/24/2017 , which is the date of inspection and the effective date of this appraisal.

File No.: 17268 ATTACHMENT D
Loan No.:

LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: Jim B. Marsh
Name: Jim B. Marsh,CertResRD1080
Company Name: Marsh Appraisal Service
Company Address: 3926 Monterey Pines Trail
Tallahassee, FL 32309
Telephone Number: 850-878-0009
Email Address: jimmarsh@embarqmail.com
Date of Signature and Report: 08/27/2017
Effective Date of Appraisal: 08/24/2017
State Certification #: CertResRD 1080
or State License #:
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2018

ADDRESS OF PROPERTY APPRAISED
XXX Carlton Cemetery Rd
Perry, FL 32348

APPRAISED VALUE OF SUBJECT PROPERTY $ 59,500

LENDER/CLIENT
Name: Melody Cox
Company Name: Taylor County Development Authority
Company Address: 201 East Green Street
Perry, FL 32347
Email Address: grants.assist@taylorcountygov.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:
Name:
Company Name:
Company Address:
Telephone Number:
Email Address:
Date of Signature:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from at least the street
Date of Inspection:

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection:

ATTACHMENT D

ENVIRONMENTAL ADDENDUM

APPARENT * HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

File # 17268

Client	Taylor County Development Authority						
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						

*** Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.**

This Environmental Addendum is for use with any real estate appraisal. Only the statements which have been marked by the appraiser apply to the Subject property.

This addendum reports the results of the appraiser's routine viewing of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about any observed evidence of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety or value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

☒ Drinking water is supplied to the subject from a municipal water supply which is considered safe. However, the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.

☐ Drinking water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate drinking water.

☒ Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.

☒ **The opinion of value is based on the assumption that there is an adequate supply of safe, lead-free drinking water.**

Comments: The appraiser is not an expert in the field of determining the existence of hazardous substances and/or detrimental environmental conditions and makes no warranty in regards to the quality and/or quantity of potable water on the site.

SEWER SYSTEM

☒ Sewage is removed from the property by a municipal sewer system.

☐ Sewage is disposed of by a septic system or other sanitary on-site waste disposal system. The only way to determine that the disposal system is adequate and in good good working condition is to have it inspected by a qualified inspector.

☒ **The opinion of value is based on the assumption that the sewage is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments: The appraiser is not an expert in the field of of sanitary waste disposal and therefore makes no warranty in regards to the disposal of it on the subject site.

SOIL CONTAMINANTS

☒ There are no apparent signs of soil contaminants on or near the subject property (except as stated in Comments, below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

☒ **The opinion of value is based on the assumption that the subject property is free of soil contaminants.**

Comments: The appraiser is not an expert in the field of determining the existence of soil contaminants and therefore makes no warranty as to its existence on the site.

ASBESTOS

☐ All or part of the improvements were constructed before 1979 when asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable asbestos is to have it inspected and tested by a qualified asbestos inspector.

☐ The improvements were constructed after 1979. No apparent friable asbestos was observed (except as stated in Comments, below).

☒ **The opinion of value is based on the assumption that there is no uncontained friable asbestos or other hazardous asbestos material on the property.**

Comments: The appraiser is not an expert in the field of determining the existence of asbestos and/or the abatement thereof and therefore makes no warranty in regards to its existence on the site.

PCBs (POLYCHLORINATED BIPHENYLS)

☒ There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below).

☒ There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).

☒ **The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments: The appraiser is not an expert in the field of determining the existence of PCB determination and therefore makes no warranty in regards to its existence of it on the site.

RADON

☒ The appraiser is not aware of any radon tests made on the subject property within the past 12 months (except as stated in Comments, below).

☒ The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of radon or radium.

☒ The appraiser is not aware of any nearby properties (except as stated in Comments, below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.

☒ **The opinion of value is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments: The appraiser is not an expert in the field of determining the existence of radon and therefore makes no warranty as to the existence of it on the subject property.

USTs (UNDERGROUND STORAGE TANKS)

☒ There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.

☒ There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).

☒ There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.

☒ **The opinion of value is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.**

Comments: The appraiser is not an expert in the field of determining the existence of UST's and therefore makes no warranty as to their existence on the subject property

NEARBY HAZARDOUS WASTE SITES

☒ There are no apparent hazardous waste sites on the subject property or nearby the subject property (except as stated in Comments, below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more hazardous waste sites on or in the area of the subject property.

☒ **The opinion of value is based on the assumption that there are no hazardous waste sites on or nearby the subject property that negatively affect the value or safety of the property.**

Comments: The appraiser is not an expert in the field of determining the existence of hazardous substances and/or detrimental environmental conditions.

UREA FORMALDEHYDE INSULATION (UFFI)

☐ All or part of the improvements were constructed before 1982 when urea foam insulation was a common building material. The only way to be certain that the property is free of urea formaldehyde is to have it inspected by a qualified urea formaldehyde inspector.

☐ The improvements were constructed after 1982. No apparent urea formaldehyde materials were observed (except as stated in Comments, below).

☒ **The opinion of value is based on the assumption that there is no significant UFFI insulation or other urea formaldehyde material on the property.**

Comments: The appraiser is not an expert in the field of determining the existence of UFFI and therefore makes no warranty as to its existence on the subject property.

LEAD BASED PAINT

☐ All or part of the improvements were constructed before 1978 when lead based paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as stated in Comments, below). The only way to be certain that the property is free of surface or subsurface lead based paint is to have it inspected by a qualified inspector.

☐ The improvements were constructed after 1978. No apparent Lead Paint was observed (except as stated in Comments, below).

☒ **The opinion of value is based on the assumption that there is no flaking or peeling Lead Paint on the property.**

Comments: The appraiser is not an expert in the field of determining the existence of lead paint and therefore makes no warranty as to its existence on the subject property.

AIR POLLUTION

☒ There are no apparent signs of air pollution at the time of the appraiser's viewing of the subject property, nor were any reported (except as reported in Comments, below). The only way to be certain that the air is free of pollution is to have it tested.

☒ **The opinion of value is based on the assumption that the property is free of air pollution.**

Comments: The appraiser is not an expert in the field of air quality and/or pollution and therefore makes no warranty as to any that may exist relative to the subject property.

WETLANDS/FLOOD PLAINS

☒ The site does not contain any apparent wetlands/flood plains (except as stated in Comments, below). The only way to be certain that the site is free of wetlands/flood plains is to have it inspected by a qualified environmental professional.

☒ **The opinion of value is based on the assumption that there are no Wetlands/Flood Plains on the property (except as stated in Comments, below).**

Comments: The appraiser is not an expert in the field of determining the existence of wetlands and/or flood prone areas and therefore makes no warranty as to their existence.

MISCELLANEOUS ENVIRONMENTAL HAZARDS

☒ There are no other apparent hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:

- ☐ Excess noise
- ☐ Radiation and/or electromagnetic radiation
- ☐ Light pollution
- ☐ Waste heat
- ☐ Acid mine drainage
- ☐ Agricultural pollution
- ☐ Geological hazards
- ☐ Nearby hazardous property
- ☐ Infectious medical wastes
- ☐ Pesticides
- ☐ Other (chemical storage, drums, pipelines, etc.)

☒ **The opinion of value is based on the assumption that, except as reported above, there are no other environmental hazards that would negatively affect the value of the subject property.**

When any of the environmental assumptions made in this addendum are not correct, the opinion of value in this appraisal may be affected.

Client	Taylor County Development Authority					File No.	17268
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

"The appraisal was prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice"

"The appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended (12 U.S. C 3331 et seq) and any implementing regulations."

APPRAISER:

Signature: Jim B. Marsh

Name: Jim B. Marsh,CertResRD1080

State Certification #: CertResRD 1080

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2018

Date of Signature and Report: 08/27/2017

Effective Date of Appraisal: 08/24/2017

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 08/24/2017

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

ATTACHMENT D

Subject Photo Page

Client	Taylor County Development Authority						
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						



Subject Site

XXX Carlton Cemetery Rd
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Average-Rural
View Other Similar Properties
Site 20.57
Quality
Age





Subject Street

ATTACHMENT D

Comparable Photo Page

Client	Taylor County Development Authority						
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						



Comparable 1

XXX US Hwy 27 E

Prox. to Subject	5.54 miles E
Sale Price	42,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Average-Rural
View	Equal
Site	14
Quality	
Age	



Comparable 2

XXX Shady Oaks Ln

Prox. to Subject	2.50 miles NE
Sale Price	30,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Average-Rural
View	Equal
Site	17.13
Quality	
Age	



Comparable 3

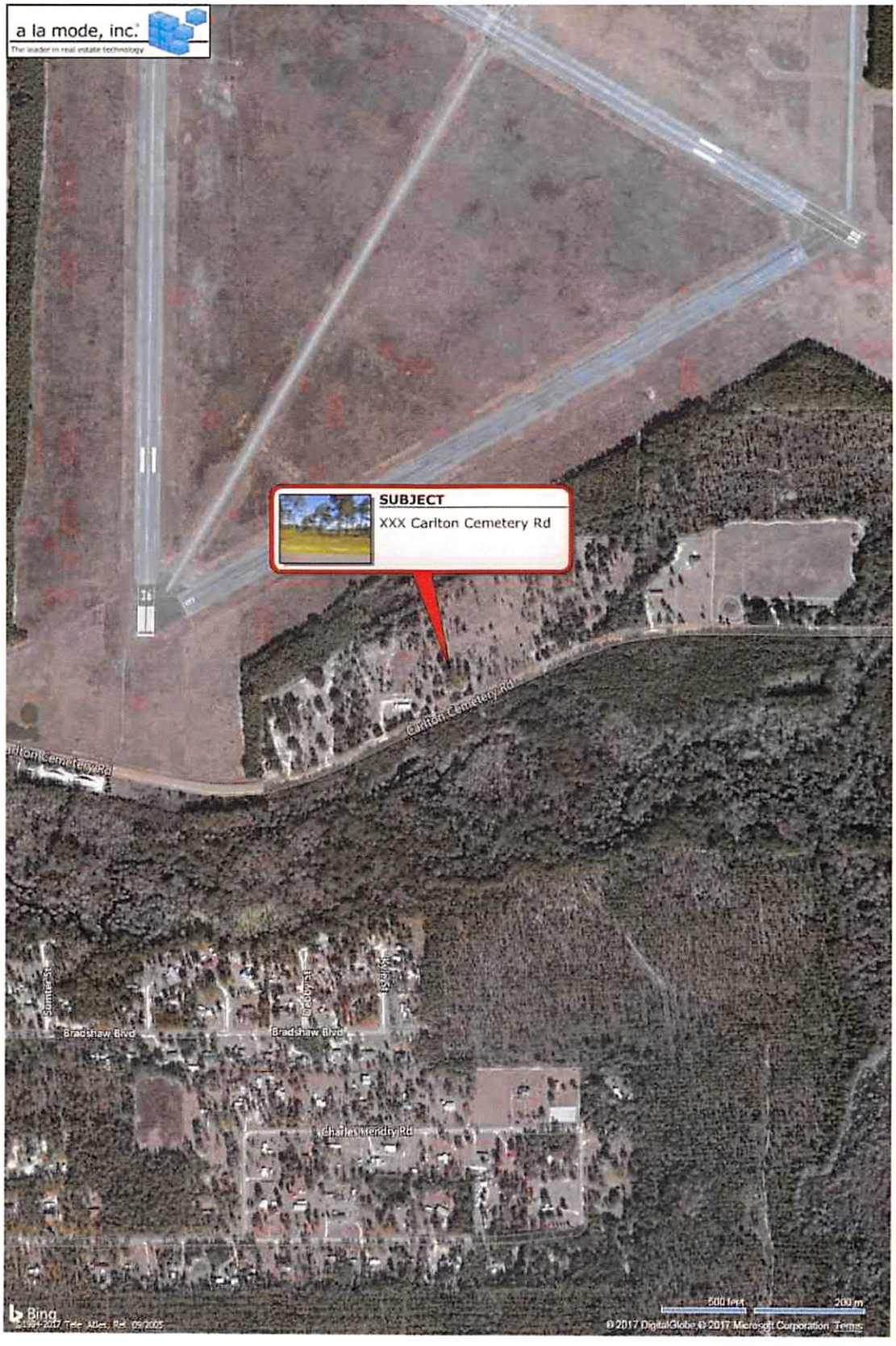
XXX West Boundary Rd

Prox. to Subject	10.94 miles NE
Sale Price	50,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Average-Rural
View	Equal
Site	20.01
Quality	
Age	

Location Map

ATTACHMENT D

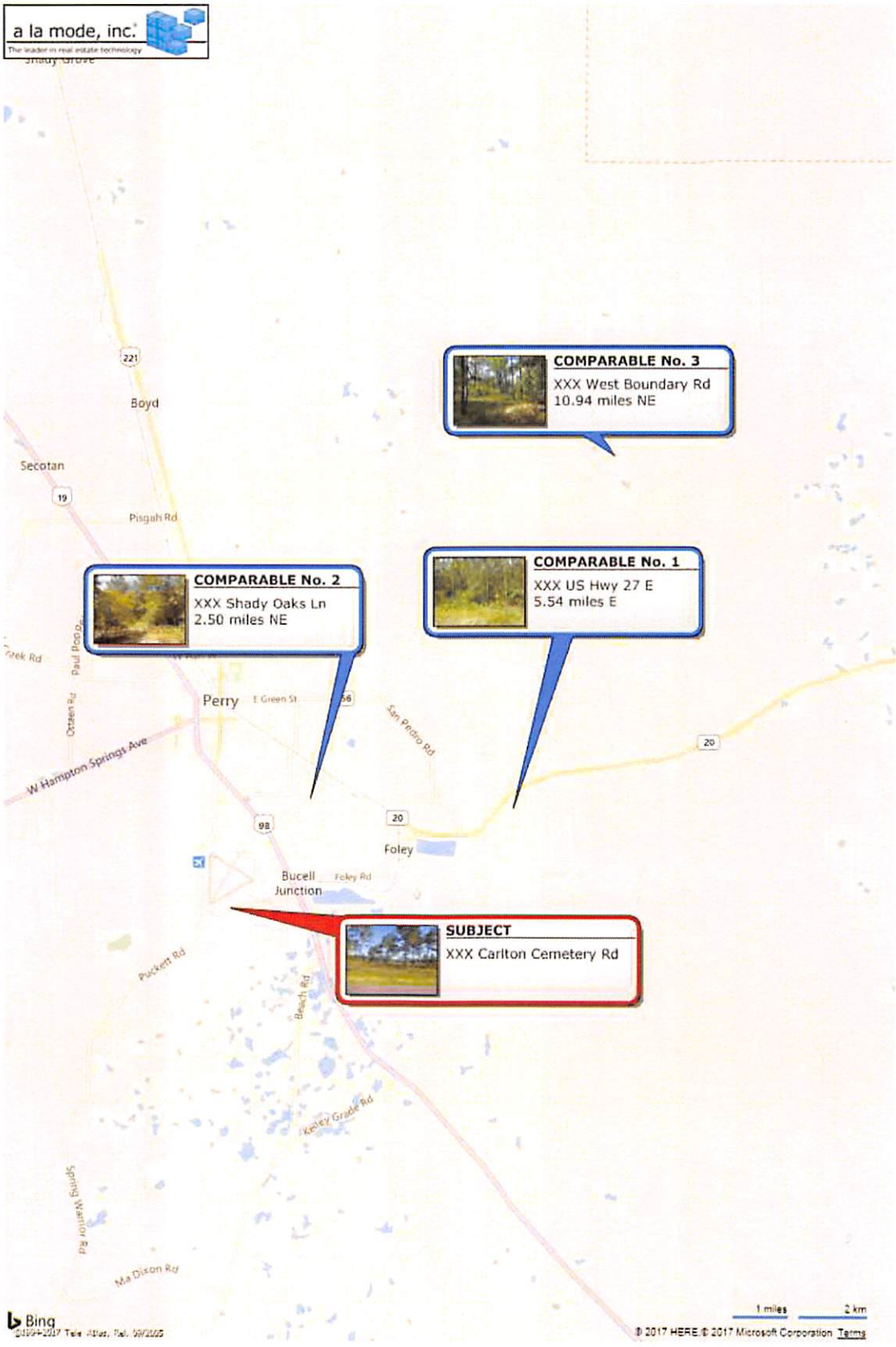
Client	Taylor County Development Authority						
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						



ATTACHMENT D

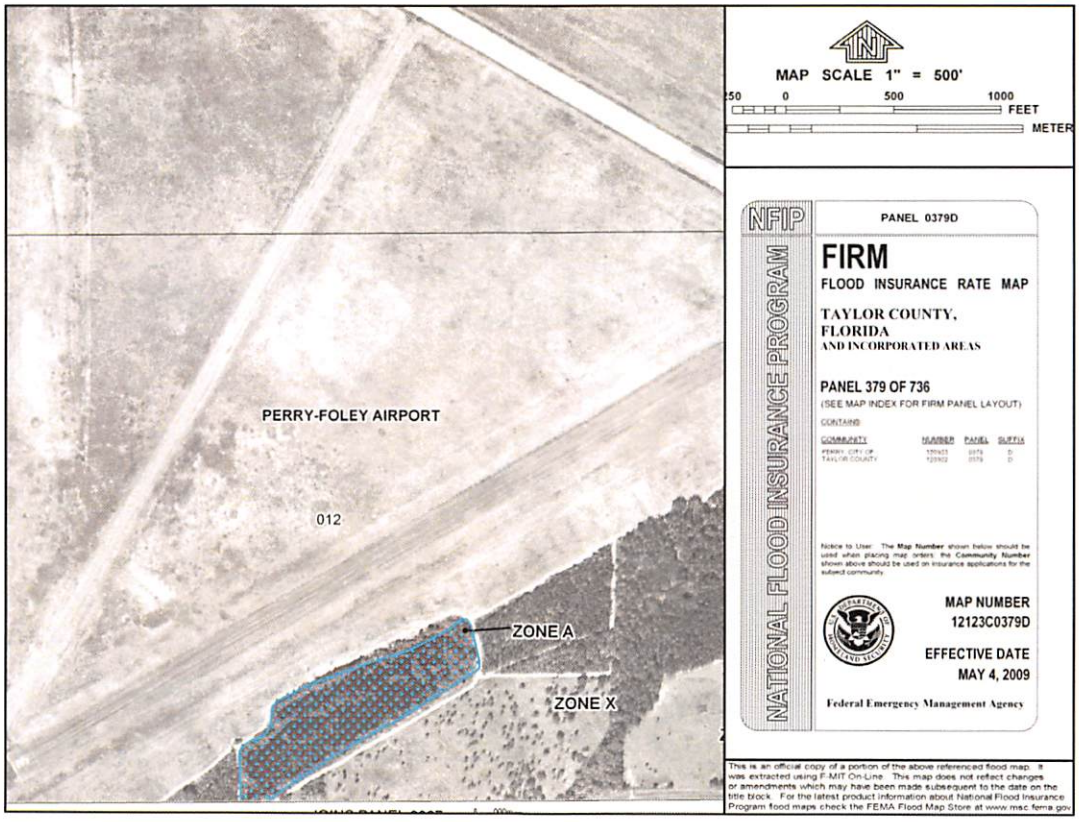
Comparable Sales Map

Client	Taylor County Development Authority						
Property Address	XXX Carlton Cemetery Rd						
City	Perry	County	Taylor	State	FL	Zip Code	32348
Client	Taylor County Development Authority						



Flood Map

ATTACHMENT D



License

ATTACHMENT D

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RD1080

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

MARSH, JIM B
3926 MONTEREY PINES TRAIL
TALLAHASSEE FL 32309

ISSUED: 11/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611180001747

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

RD1080 ISSUED: 11/18/2016

CERTIFIED RESIDENTIAL APPRAISER
MARSH, JIM B

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date: NOV 30, 2018 L1611180001747

ACORD

MARSH-4 OP ID: TC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 Terri Carson/D064931	CONTACT NAME: Terri Carson PHONE (A/C, No, Ext): 850-878-2121 FAX (A/C, No): 850-878-2128 E-MAIL ADDRESS: tcarson@earlbacon.com
INSURED Marsh Appraisal Service 3926 Monterey Pines Trail Tallahassee, FL 32309	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : CNA Insurance Companies — 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			RFB-592275310-17	02/01/2017	02/01/2018	Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Appraisal services: Jim Brent Marsh - Principle / Owner
Brent Marsh - Appraiser

CERTIFICATE HOLDER

INSUR-1

Insured's Copy
For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Carson

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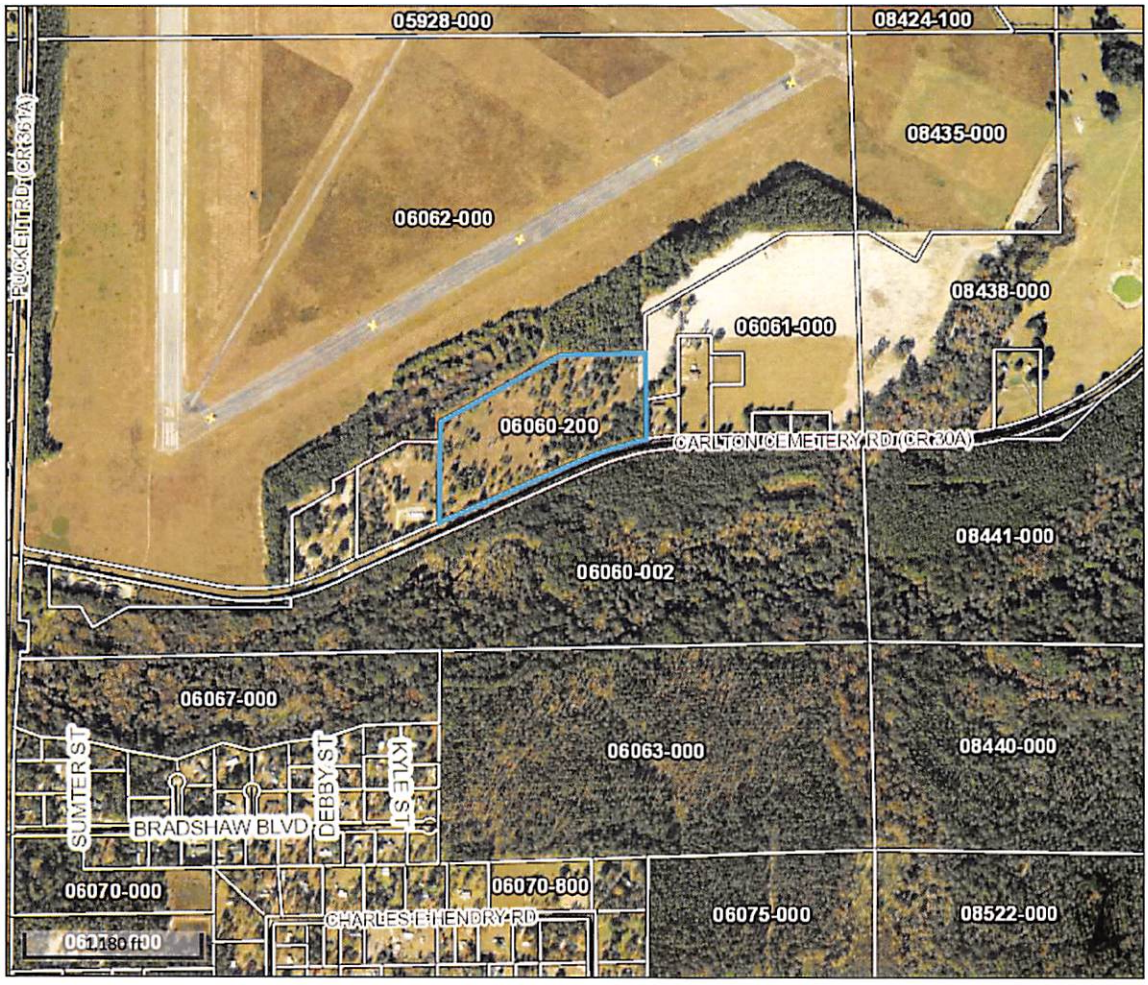
Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview



Legend

- Parcels
- Parcel Numbers
- Highway
- City Streets
- Graded
- Roads
- Tram
- State Outlines

Parcel ID	06060-200	**Alternate ID**	n/a	**Owner Address**	TAYLOR COUNTY DEVELOPMENT AUTHORITY
Sec/Twp/Rng	12-05-07	**Class**	Vacant		PERRY FL 32348
Property Address	Unassigned Location RE CO	**Acreage**	20.57		

District CO

Brief Tax Description LEG 0020.57 ACRES - COM SE COR SW 1/4 OF NE 1/4 N01DE - 15.31 FT N RW CR 30-A & POB N01DE - 546.29 FT N 89D 33M 16S E 586.74 - FT TH S 61D 10M 28S W 883 FT TO 40 - LN TH S ALG 40 LN 648.84 FT TO W - RW CARLTON CEMETERY RD TH N 66D 20M - 2.5S W 953.82 FT TO CURVE TH NE ALG - CURVE 506.14 FT TO POB - SUBJ TO DITCH ESMT - OR 439-329 & 548-184 -

(Note: Not to be used on legal documents)

Date created: 10/19/2017
Last Data Uploaded: 10/19/2017 12:47:05 AM

Schneider Developed by
The Schneider Corporation

Crooked Creek Dr N&S	IV	Paved	0.5
Cruce, Bo	II	Graded	0.2
Cruce, Glennis Rd	IV	Graded	0.7
Cruce, Mack Rd	IV	Graded	0.4
Dandridge Rd	III	Graded	0.4
Dark Island Rd	III	Paved	0.6
Davis, Harold Rd	III	Graded	0.1
Davis, JA Ln	IV	Private	
Davis, Wash Rd	IV	Graded	2.0
Dean Rd	III	Graded	0.5
Debby St (Carlton Sprgs sub)	II	Graded	0.1
Deer Run Rd	III	Graded	2.0
Deerwood Ave	III	Graded (MSBU)	0.5
Dekle Beach Blvd	III	Paved	0.2
Dekle Beach Rd	III	Paved	2.1
Dice Rd	V	Paved	0.7
Dice, Billy Rd	IV	Graded	0.2
Dip Down Rd	III	Private	
Dixon, Ma Rd	II	Graded	3.3
Doe St	II	Private	
Dorman Rd	II	Graded	0.3
Dorman-Peacock Rd S&E	III	Paved	0.6
Dove Ln	II	Private	
Dove Way	III	Private	
Doyle St (Steinhatchee)	III	Graded	0.2
Dulin Ln	III	Private	
Duncan Ln (Steinhatchee)	III	Graded	0.2
Dusty Acres	II	Graded	0.1
Dykes Ln	IV	Private	
Eagles Way	III	Graded	0.4
Eakins, Ben Rd	IV	Graded	1.5
Econfina River Rd (C-14)	I	Paved	5.9
Edwards, Sheldon Rd	V	Paved	0.5
Egret Ln	III	Private	
Ellis, Beau Ln	III	Private	
Ellison Rd	IV	Paved	1.6 (CITY CLAIMS)
Ellison/Frith Rd	IV	Graded	0.3
Ellison-Gamble Rd	III	Graded	1.2
Elsie Ln	I	Private	
English, GW Rd	IV	Graded	0.7
Enoch Ln	IV	Private	
Ezell Beach Cir	III	Graded	0.4
Ezell Beach Rd	III	Part paved (0.3)	0.5
Ezell, Josh Rd	III	Graded	3.1
Ezell, Robert Rd	III	Private	
Fair Rd	I	Paved	0.9
Fairview Dr	I	Graded	0.2
Fairway Dr	I	Graded	0.2
Faulkner Rd	IV	Graded	0.5

Dean Rd accepted by BCC on 7/20/99 as a County Rd.
& indicates on list is maintained on a regular basis
Deed attached to road dated recorded on 6/25/58

File # 45-42

BOOK 3 PAGE 594

Warranty Deed

STATUTORY

This Indenture, Made this 19th Day of June, A. D. 1958 Between

Hugh R. Dean and Virginia Hines Dean, his wife

of the county of Taylor, State of Florida, part ies of the first part, and

Taylor County, Florida

of the County of Taylor, in the State of Florida, part y of the second part, whose post office address is Perry

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of ----------Ten ($10.00)---------- Dollars, and other good and valuable considerations to them in hand paid by said part y of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained and sold to the said part y of the second part, its ~~successors~~ and assigns forever, the following described land, situate, lying and being in the County of Taylor, in the State of Florida, to-wit:

A strip of land 40 feet wide, the center line of which being described as commencing at the Southwest corner of the SW¼ of the SE¼ of Section 20, Township 5 South, Range 8 East, thence running Easterly along the SOuth boundary line of said forty 439 feet for a point of beginning, Thence from said beginning point run North 25 degrees and 15 minutes East 728.8 feet to point of Intersection with center line bearing South 83½ degrees West, thence run South 83½ degrees West 500 feet to end of road.

ALSO:

Returning to the aforesaid Intersection point and thence run North 51½ degrees East 592 feet thence North 60¾ degrees East 456 feet to Highway U. S. 19.





and the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Chas R Carlton

Maudie Bradshaw

Hugh R. Dean (Seal)

Virginia Hines Dean (Seal)

-E- (Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Hugh R. Dean and Virginia Hines Dean, his wife

to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that t he y executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of June, A. D., 1958

F. A. Parker By Chas R Carlton DC.
CLERK OF CIRCUIT COURT

Notary Public

My commission expires:

TAYLOR COUNTY, FLORIDA
Filed this 25th day of June A. D. 19 58 at o'clock M, and Recorded in Official Record Book No. 3 at Page 594. RECORD VERIFIED

F.A. Parker Clerk Circuit Court, Taylor County.

BY: Maudie Bradshaw Deputy Clerk

28

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR

Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

October 17, 2017

Taylor County Board Of County Commissioners
Attn: Pam Feagle, Chairperson of the Board

Re: Certification of Non-Ad Valorem Assessment
Deerwood-at-the-Beaches Subdivision

The certification from September 15, 2017 for Deerwood-at-the-Beaches Subdivision will need to be amended. A parcel was deleted from the Tax Roll after the certification was given to you, which will decrease the roll by $35.00. The total amount for that assessment is now $6,510.00 not $6.545.00.

Please feel free to contact me should you have any questions.

Sincerely,

Mark Wiggins
Taylor County Tax Collector

MW/ke

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

AMENDED COPY

CERTIFICATE OF NON-AD VALOREM ASSESSMENT

I, the undersigned, hereby certify that I am the duly qualified and acting Chairman of the Board of County Commission in and for Taylor County, Florida; as such I have satisfied myself that all property included or to be included on the Non-Ad Valorem Assessment Roll for **Deerwood-at-the-Beaches Subdivision** for the aforesaid County is properly levied so far as I have been able to ascertain: and that all required extensions on the above described Non-Ad Valorem Assessment Roll for **Deerwood-at-the-Beaches Subdivision** to show the fee attributable to County Ordinance No. 95-1 and further, that the total of said Assessment Roll is **$6,510.00.**

I further satisfy that upon completion of the certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll for **Deerwood-at-the-Beaches Subdivision** as a part thereof, that said Non-Ad Valorem Assessment Roll for **Deerwood-at-the-Beaches Subdivision** will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this certificate and caused the same to be attached and made a part of the above described Non-Ad Valorem Assessment Roll for **Deerwood-at-the-Beaches Subdivision** on the 17th day of October 2017.

_____

Pam Feagle, Chairperson of the
Board of County Commissioners
in and for the County of Taylor,
State of Florida

Attest:_____

Annie Mae Murphy
Clerk to the Board

TAYLOR COUNTY

MARK WIGGINS

Special Assessment Import Report

	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-358	BREWER JAMES & DOROTHY	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-359	GUAIDA FRANCISCO & LINDA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-360	DE LA CRUZ ALMAIDA S &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-371	CROW SARAH M	DSPD	DEERWOOD AT THE BEACHES	2	70.00	
R06644-374	RICHTER CARL A & MARY C TRU	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-377	MCELVEEN STEVE G & BEVERLY	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-375	YOUNG ALEX & KATHLEEN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-376	CRISE ALBERT P & SUSAN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-378	TREMBLAY ROBERT J & JOANN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-379	TREMBLAY ROBERT & JOANNA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-380	GRIFFIN WILLIAM O	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-381	BRADLEY JOSEPH & SHANNON	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-382	TUBERGEN JAMES A & PATRICIA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-383	RAMJIT M P & SITA S	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-392	JACKSON BRADY LEE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-393	SMITH EUGENE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-394	SMITH EUGENE H	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-303	SHEFFIELD MIKE A & HERSHEL ID	SPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-301	COLEMAN DAVID B & SHERRI A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-302	TURNER TERRY L & LYNN MICH	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-304	SIMMONS PATTY	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-305	CONGER BENJIE & JOSH	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-306	MILLER ROBERT & KRISTINE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-307	THOMPSON MAXINE L	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-808	THOMPSON MAXINE L & STEVE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-809	HOLT VICTOR C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-810	HOLT VICTOR C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-811	HOLT VICTOR C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-821	PERDOMO JOSE L & ROSE M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-822	NAUMANN ANGELIKA J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-823	CONNOR TIMOTHY & WILES LEC	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-824	HUNTER JOHN & DIANE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-825	QUINONES PABLO E & BARBAR/	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-826	PANGANIBAN ANGELITA V	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-831	LAM JANET KAI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-832	NOBLE NICHOLE L	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-833	SPRAY STEVEN L & CINDY M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-834	CROSBY WILL ROCKY	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-835	MORGAN SCOTT D & VALERIE J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-836	GORICKI BESS	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-837	GRAHAM ANTHONY M & DEBOF	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-843	RICHARDSON DAVID M	DSPD	DEERWOOD AT THE BEACHES	4	140.00	
R06649-845	HIERS FARRELL & MURRAY HEL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06649-846	ROWAN JASON D	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-847	PERRYMAN FRANK E	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-848	LADSON JONATHAN D & PAYGE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-849	HANSELMAN LAWRENCE & APR	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-311	MANERO THOMAS J & NANCY M	DSPD	DEERWOOD AT THE BEACHES	2	70.00	
R06644-312	HARTZOG ARNOLD D & LOIS R	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-313	RICHTER CARL A & MARY C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-853	ALSFELT DANIEL K & GLORIA J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-854	JONES CONCETTA T	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-855	HOLT VICTOR	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-856	HOLT VICTOR C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-857	VALDEZ ELIZABETH & NATALIE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-861	POUPARINA MANUEL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-862	LEWIS CAROL A & MARTIN JULI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-863	HINDMAN JOHN S	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-864	RODRIGUES NESTOR F & AIDA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-865	LAM JANET KAI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-866	GUSCOTT DANA & ANGELA L	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-867	FABIO ALBERTO ALONSO TTEE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-868	TONGDEE POETCHANAPORN B &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-871	LAM JANET K & CHAN PHILLIP	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-872	JENKINS PATRICIA A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-881	GAZDICK GEORGE STEPHEN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-321	BRAND CAROL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-322	CLARKE LESLINE A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-323	MARCHANTE ALDO & GRISEL M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-324	JONES JEFFREY S & LINDA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-325	MURPHY KENNETH J & DOROTH	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-896	MURPHY JAMES AVERY	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06649-897	LEBLANC RANDY H	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-331	GARVER KEVIN LEE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-332	KENNEDY JOHN M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-333	ARBISI MAURENE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-334	PINZEL JOHN B & MARITES	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-335	SALERNO DON S	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-336	FORBES WAYNE & RAMONA A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-337	VALDEZ NATALIE R	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-338	VALDEZ ELIZABETH & NATALIE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-339	MOORE JOHN P & SANDRA G	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-340	WOODS DORIS W	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-341	ERESPE MARCOS P & ENCARNA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-351	MARIN MARIA D S	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-352	RICHARDS VERNON W	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-353	BURNASH DARLENE K	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-354	CARTER JAMES E & CATHY B	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-355	OWENS LARRY K & SARAH C &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-356	BARKER JASON D	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-357	PANGLE DAVID S & NICOLE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-395	BOONE ROYCE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-396	WARD JAMES E & DEMETRIA A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-397	RUTTINGER FRANK & ATKINS	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-398	RUTTINGER FRANK & ATKINS M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-399	TURNER LEIGH K & JOHN S	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-400	SMITH ROBERT L & DAWN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-401	CRAWFORD TED L & SHEILA A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-402	BRYAN GARY T & TERESA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-411	BARRY MARY J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-412	SMITH STEVIE C & RHONDA J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-413	LOPEZ PABLO I & LOURDES B	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-414	BALDREE P DURL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-416	BALDREE P DURL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-417	PERATA FILIPPO G & MARIA	DSPD	DEERWOOD AT THE BEACHES	2	70.00	
R06644-419	HEBNER LYNNEA & WALLACE R	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-421	DAWES DAVID A & ROSELYN A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-422	DAWS DAVID A & ROSELYN A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-423	CARTER PAUL & JANET	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-424	PENUEL JEFFERY I & REBECCA I	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-425	BOURLAND REGINA F & BOURL	DSPD	DEERWOOD AT THE BEACHES	2	70.00	
R06644-429	HARTZOG ARNOLD D & LOIS R	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-430	PIPER MARGARET J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-431	TOWNSEND WILLIAM E JR &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-432	LAFORGIA RAQUEL ANN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-441	TOWNSEND WILLIAM E JR &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-442	MCCLELLAN JAMES M & TAMBI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-443	COLLINS MARK E & CONNIE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-444	JACKSON WILLIAM H & CYNTHI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-445	COLLINS MARK E & CONNIE &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-446	TUSSLER KYLE WILLIAM	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-447	ROMAN JACQUELINE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-448	SIMMONS EMILY A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-449	STUTTS MARY & DAVID & GREE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-450	MYATT MICHAEL & WOODS RAY	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-451	THOMAS PAUL V & CARROLL JO	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-452	SANCHEZ ISRAEL & CARPENTE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-453	HOLT JOHN & GAIL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-454	WILSON DANIEL R JR & BREND	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-455	BURDETTE RONNIE I & DEDRA C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-456	KENT HOLDEN L & OPAL A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-457	EVERLITH BRIAN A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-458	ALONSO JOSE G & MARIA E	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-459	MACNEVIN STEVEN A & BARBA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-461	CRAVEN BENNIE HOWARD & DE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-462	MCCARTY JOHN R & DIANA M &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-463	JONES JAMES R JR & PATRICIA C	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-464	TIBBETTS THOMAS A & CHRISTI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-465	BLANKENSHIP JOELMA M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-466	HYDRICK DEL & SHELLEY L	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-467	TREMBLAY JOSEPH S & CHRISTI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-471	GOREY ROBERT W JR	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-472	HUNT HELEN A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-473	IMLACH ALAN G & PATRICIA A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-474	LOCKE FLOYD G & SHIRLEY L	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-475	HILL DANNY F & MELISSA A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-476	DICKENSON & DICKENSON &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-477	MURPHY SEAN A & MICHAEL &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-478	SEMAS FRANK J & HMARLEEN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-479	SEMAS FRANK & HAZEL	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-480	CAGE L C & CLEMMIE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-481	MARTIN DENIS & FRENIERE DIA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-482	MESA ROGER & HAYDEE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-483	MESA ROGER & HAYDEE F	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-484	CONVILLE GARY A ESTATE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-491	BOYLE JOHN G & CAROLYN K &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-492	KRAFT SHARON	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-493	BAGLEY RON & HALAS CYNTHI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-494	BAGLEY RONALD A & CYNTHIA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-495	SOLLANEK KEVIN D	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-496	ANTHONY ERNEST L & GRETA B	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-501	COULSON DONALD O & JACQUE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-502	BAKER RAY E & CYNTHIA F	DSPD	DEERWOOD AT THE BEACHES	1	35.00	

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	Owner	District	Dist Description	Units	Taxes	Warnings
R06644-503	SMALL JACQUELINE M	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-504	FFD INVESTMENTS INC	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-505	LEBLANC RANDY H	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-506	COLLINS MARK E & CONNIE &	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-507	JENKINS DAVID & DENISE	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-508	LANG JESSE B & BARBARA J	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-509	BAKER ROBERT D & SATTIE R	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-510	JAUME ERVIN & LILIA	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-511	LOBDELL CHERYL A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-512	CHETRAM ALFRED A & PATRICI	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-300	GELLER MARTIN G & MIGASH E	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-514	MILLER HARRY R JR	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-515	HEGARTY RICHARD	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-517	DRAPAL JOSEPH A	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-518	SORGEN SAMUEL & ANGELYN	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
R06644-516	MCNEIL MICHAEL S	DSPD	DEERWOOD AT THE BEACHES	1	35.00	
Total Parcels	**179**		**Totals:**	**186**	**6,510.00**	
			Grand Total		**6,510.00**	

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The Bishop Law Firm, P.A.

Attorneys at Law

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

October 31, 2017

VIA E-MAIL

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

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

Re: Moorings Area

Dear Lawanda and Ted:

Enclosed please find an e-mail I received from Mr. Rhett Bullard, the Dixie County Attorney.

I would request this be put on the next agenda to see if our Board has any interest in this.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Mr. Rhett Bullard (via e-mail)

The Bishop Law Firm

From: Rhett Bullard <rhettbullardpa@hotmail.com>
Sent: Monday, October 30, 2017 4:41 PM
To: Conrad Bishop
Subject: Moorings

Mr. Bishop:

Based on our conversation earlier today, would you check with your Commissioners about their interest in establishing mooring area(s) for boats in the Taylor/Dixie area? A number of the commercial fisherman have complained about boats, especially sailboats, in the river there. Establishing an area(s) for boats to moor may be a solution to that issue. Please advise if there is interest on the part of your Commission to explore this matter. Thank you in advance for your consideration.

Rhett Bullard
Rhett Bullard, P. A.
100 South Ohio Avenue
Live Oak, Florida 32064
386-362-2040 - office
386-362-2070 - fax

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Revised Purchasing Level of Approval Policy**
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **The Board to consider approval of revised Purchasing policy.**

Recommended Action: **Approve**

Fiscal Impact: **None**

Budgeted Expense: **N/A**

Submitted By: **Ted Lakey, County Administrator**

Contact: **850-838-3500 ext. 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current Board purchasing threshold policy has been in place since 2010. In 2013 the Board approved higher threshold limits, but it appears a formal policy was not written to reflect the changes. The attached policy demonstrates the policy that Staff is currently following.

Options: **Approve/Disapprove/Alter**

Attachments:
Current Purchasing policy
Excerpt from Minutes from March 4, 2013
Revised Purchasing policy

Taylor County
Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2010-07	Purchasing Levels of Authority	04/05/10

PURPOSE

The purpose of this policy is to provide guidelines pursuant to Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Taylor County Purchasing Policy.

REFERENCE

Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: Section 112.313 (standards of conduct), Section 180.24 (bids on construction contracts), Section 218.70, et. Seq. (the Florida Prompt Payment act), Section 225.20 (local bid law), Section 287.055 (consultants' competitive negotiation act), Section 336.44 (county roadwork).

POLICY

The policy amends the sections of the Purchasing Manual "Approval Process for All Purchase Orders" and "Bid Process" to read:

The Purchasing Department is the only department authorized to issue purchase orders. For purchases of single items less than $500 no quotation is required. Department Heads or designees will sign requisitions for these purchases. Purchase orders with a per unit cost between $500 and $1,500 are issued upon authorization of the Department Head and require three quotations, which may come via telephone, fax or email. Purchase orders with a per unit cost between $1,500 to $25,000 will be authorized by the Department Head and the County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote.

NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling $15,000 or more must be personally approved by the County Administrator.

For purchases over $25,000 the Competitive Formal Bidding Procedures apply (County Administrator and Board Approval needed). Certain purchases may be exempted from the bid process as defined in the Purchasing Manual (such as vehicles bought under state contract, etc.).

NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the $50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: 3/1/2019

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approving Requested Changes to the Purchasing Policy as agendaed by Jack Brown, County Administrator.
MEETING DATE REQUESTED:	March 4, 2013

Statement of Issue: Recommend the purchasing thresholds be increased to be in line with the state as detailed in FS 287.057 / FAC Rule 60A-1

Recommended Action: Increase the threshold levels as detailed in the attached slide

Fiscal Impact: None **Budgeted Item:** N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current Board purchasing thresholds are detailed in left hand column of the attached slide. The right hand column is the recommended threshold levels consistent with state guidelines. Increasing the thresholds will allow the county staff to conduct the business of the county in a more timely manner.

Options: Approve/Disapprove / Alter

Attachments: Attached PowerPoint Slide as discussed at the Board workshop on 2/26/2013.

PURCHASING THRESHOLDS

Purchasing Requirements	Taylor County (Current)	FS 287.057 / FAC Rule 60A-1
Best purchasing practices	Less than $500	Less than $2,500
Documented Verbal Quotes approved by Department Head	$500 - $1,500	N/A
Documented Written Quotes approved by Department and the County Administrator	$1,501 - $10,000	$2,501 - $35,000
Formal Solicitation	Greater than $10,000	Greater than $35,000

Book Type[BOCC] Date[03/04/2013] Time[5:30 P.M.
Book#[60] Minutes#[1] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, MARCH 4, 2013

5:30 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE MALCOLM PAGE, VICE-CHAIRMAN, JIM MOODY, JODY DEVANE AND PATRICIA PATTERSON, A QUORUM OF THE BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, COUNTY ADMINISTRATOR, JACK BROWN AND CLERK OF COURT, ANNIE MAE MURPHY, WERE ALSO PRESENT. PAM FEAGLE WAS ABSENT.

PAT PATTERSON LED THE BOARD IN PRAYER, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG. THE BOARD WAS THEN CALLED TO ORDER BY VICE-CHAIRMAN PAGE, AND BUSINESS TRANSACTED AS FOLLOWS:

1. UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:

1-A. CHANGE ITEM NO. 13., THE BOARD TO CONSIDER APPROVAL OF THE FDOT JOINT PARTICIPATION AGREEMENT (JPA) #21733249413 AND ADOPTION OF

SAID JPA ON FILE WITH THE GRANTS COORDINATOR.

COUNTY ATTORNEY ITEMS:

14. UPON MOTION OF COMMISSIONER MOODY, WITH SECOND BY COMMISSIONER DEVANE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED SALE OF PROPERTY AT CEDAR ISLAND TO CHET SHERRER, FOR THE STATED AMOUNT OF THE APPRAISAL, $ 1,475.00, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

15. UPON MOTION OF COMMISSIONER DEVANE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED BOARD RULES FOR FY 2012/2013, AS AMENDED.

SAID DOCUMENTATION ON FILE WITH THE COUNTY ADMINISTRATOR.

16. THE BOARD DISCUSSED APPROVAL OF REQUESTED CHANGES TO THE PURCHASING POLICY.

THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING RECOMMENDATIONS FOR CHANGES TO THE BOARD'S PURCHASING POLICY:

UPON MOTION OF COMMISSIONER DEVANE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE REQUESTED CHANGES TO THE BOARD'S PURCHASING POLICY.

17. THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:

Taylor County
Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
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NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling $15,000 or more must be approved by the County Administrator, or his/her designee.

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NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the $50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

DATE ISSUED

Issue Date: 04/05/10
Revision Date:

Form Last Updated: 11/03/08

UPWARD BASKETBALL SPORTS

FIRST BAPTIST CHURCH OF PERRY
102 N CENTER STREET
PERRY, FLORIDA 32347
(850) 584-7066

Taylor County Board of County Commissioners
Office of the County Administrator
102 E Green St
Perry, FL 32347

Dear Mr. LAKEY

We respectively request approval for the use of the Forest Capital Hall to provide community wide children's basketball and cheerleading league. This league promotes equal playing time and welcomes all children ages Kindergarten through Eighth Grade from our community. This will be our tenth season and we have averaged around 150 children the last Eleven years. We have provided positive role models and leadership while promoting affirmative sportsmanship. Our motto is Every Child's a Winner and we work diligently to insure every child and family has a positive and rewarding experience. We are extremely grateful for your support and we enjoy working with your staff in utilizing your facility to provide recreation to this age group. We are requesting use for practices and games from December 26th 2017 to February 17th 2018. Thank you for your cooperation and for all you do to make this possible.

Sincerely,

Scott Bembry 584-8278
League Director

received

LEASE OF FOREST CAPITAL HALL

1. This Lease is made and executed this _____ day of _____, 2017, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called Lessor and the FIRST BAPTIST CHURCH, 102 North Center Street, Perry, Florida 32347, hereinafter called "Lessee".

2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the following described space: Forest Capital Hall.

3. The said space is leased for a term from December 26, 2017 to February 17, 2018.

4. The rent shall be $750.00 for the above term.

5. Lessee shall use and occupy the premises for the youth basketball league in Taylor County, Florida. Lessor represents that the premises may lawfully be used for such purpose.

6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.

7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.

8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises.

9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.

10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.

11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.

12. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of Forest Capital Hall.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

14. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.

15. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.

16. Lessee will provide to the Lessor a statement of liability from their insurance carrier and shall indemnify the Lessor, its agents, employees from any liability as a result of the use of the premises Forest Capital Hall, and the Lessee shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the basketball league.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

LESSEE:

FIRST BAPTIST CHURCH

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Ted Lakey, as County Administrator, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 2017.

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 2017.

_____

NOTARY PUBLIC
My Commission Expires:

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Lease of Forest Capital Hall for Upward Sports**
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **The board to consider approval of request to renew lease with First Baptist Church of Perry for the use of Forest Capital Hall for the term of December 26, 2017 to February 17, 2018.**

Recommended Action: **Approve lease**

Fiscal Impact: **$750 revenue from lease**

Budgeted Expense:

Submitted By: **Ted Lakey, County Administrator**

Contact: **850-838-3500 ext. 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Upward League has been operating out of Forest Capital Hall for the past 10 years and serves an average of 150 children per season.**

Options:

Attachments: **Request from Scott Bembry, League Director**
Lease

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to receive Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Community Rating System (CRS) Program status letter**
MEETING DATE REQUESTED:	November 6, 2017

Statement of Issue: **Taylor County has been found in continued compliance with FEMA's National Flood Insurance Community Rating System program as a Class 7 community.**

Recommended Action: **Accept the report**

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **Ted Lakey, County Administrator**

Contact: **850-838-3500 ext. 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County continues to be in compliance with the program which qualifies residents for a discount in the premium cost of flood insurance for NFIP policies issued or renewed in the Special Flood Hazard Areas on or after October 1, 2011.

Options:

Attachments: **Letter from FEMA**

U.S. Department of Homeland Security
Region IV
3003 Chamblee-Tucker Road
Atlanta, GA 30341

FEMA

October 16, 2017

Mr. Ted Lakey
Chairman, Taylor County
Board of Commissioners
201 East Green Street
Perry, Florida 32347

CID: 120302

Congratulations for Community Rating System Program Success

Dear Chairman Lakey:

As a participant in the National Flood Insurance Program (NFIP), Taylor County made a decision several years ago to participate in the NFIP's Community Rating System (CRS) Program. As a result of the County's outstanding performance in the CRS, flood insurance policyholders within your jurisdiction are afforded a premium discount on their policies.

We appreciate the County's efforts to reduce loss of lives and property damage caused by flooding, restore environmental functions of floodplains, and hold development to standards that exceed the minimum requirements of the NFIP. We are pleased to acknowledge your continued success in the CRS Program as a Class 7 community.

All of us at the Federal Emergency Management Agency and, in particular, Region IV, including our partners, the NFIP Coordinator in Florida and the Insurance Services Office, CRS staff, congratulate you for your accomplishment. In the years to come, we hope that Taylor County will aim even higher and pursue additional avenues to further improve your CRS rating. Please give us a call at (770) 220-5441 if we can be of assistance.

Sincerely,

Jesse F. Munoz

Jesse F. Munoz, CFM, CEM
Director
Mitigation Division

Cc: Mr. Dan Griner
CRS Coordinator/Building Director

received
10/26/17 LP

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval of change orders submitted by Michael Lynn, Inc. to the Supervisor of Elections building renovation.**
MEETING DATE REQUESTED:	11/6/2017

Statement of Issue: **The Board to consider approval of change orders submitted by Michael Lynn, Inc. for changes to the Supervisor of Elections building renovations.**

Recommended Action:

Fiscal Impact: **$13,800**

Budgeted Expense: **No**

Submitted By: **Ted Lakey, County Administrator**

Contact: **850-838-3500 ext 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The approved budget for the renovation of the Supervisor of Elections building renovation is $274,750. The attached change orders are not included in the job cost.

Options:

Attachments: **Change Orders**

Michael Lynn Inc.
P.O. Box 813
Perry, Florida 32348
(850) 584-9035

November 1, 2017

To: Taylor County Board of County Commissioners

Ref: Supervisor of Elections

Job Cost/ Change Orders

1.	Install "Low E: glass on storefront per Dana	$ 1,000.00
2.	Roof Repair due to leaks (complete)	$ 1,500.00
3.	Apply two (2) coats of HB 150 concrete sealer on the floor of metal building per Dana	$ 4,500.00
4.	Install septic tank drain field including permitting	$ 3,500.00
5.	Install Guardian I fire system with electric shut off with fuse link detection system per Dana	$ 3,300.00