

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JANUARY 3, 2023
6:00 P.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. THE APPROVAL OF MINUTES OF NOVEMBER 28, DECEMBER 5 AND 19, 2022.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF AIG TANKGUARD PROGRAM RENEWAL, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF LETTER IN SUPPORT OF THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP), AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF CERTIFICATE OF EXPENDITURE TO THE VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM THROUGH FLORIDA FOREST SERVICE, TO PURCHASE BUNKER GEAR FOR FIREFIGHTERS, AS AGENDAED BY MELODY COX, GRANTS WRITER.
10. THE BOARD TO CONSIDER APPROVAL OF TASK ORDER 1 WITH AVCON, INC., IN THE AMOUNT OF \$95,000, FOR THE PREPARATION AND COMPLETION OF THE AIRPORT WILDLIFE HAZARD MANAGEMENT PROGRAM AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.
11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR 4-H FUNDS TO BE RELEASED FOR THE 2022-2023 BUDGET YEAR TO THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY LORI WIGGINS, COUNTY EXTENSION DIRECTOR.

12. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT FOR CAROL SADLER, WHO RECEIVED DEMOLITION AND NEW CONSTRUCTION ASSISTANCE THROUGH THE SHIP PROGRAM IN MARCH 2006, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
13. THE BOARD TO CONSIDER APPROVAL OF CONFLICT OF INTEREST WAIVER REQUEST FOR LESSIE LAND TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
14. THE BOARD TO CONSIDER APPROVAL OF ELECTION SECURITY GRANT APPLICATION, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

BIDS/PUBLIC HEARINGS:

15. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT SUBMISSION OF TWO (2) APPLICATIONS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM (TAP), FOR THE 2029 FUNDING CYCLE.

PUBLIC REQUESTS

16. WALLACE HOLMES, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) CHAIRPERSON, TO APPEAR TO PROVIDE UPDATE.
17. LOYD CHILDREE, DIRECTOR OF GOVERNMENTAL AFFAIRS - WASTE PRO COASTAL REGION, TO APPEAR TO REQUEST INCREASE FOR ANNUAL CPI ADJUSTMENT.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND AVCON, INC., AS AGENDAED BY THE GRANTS WRITER.
19. THE BOARD TO CONSIDER APPROVAL OF PURCHASING WETLAND MITIGATION CREDITS FOR 1ST AVE SE WIDENING/RESURFACING PROJECT FROM THE FLORIDA GULF COAST MITIGATION BANK, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

20. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSTRUCTION PHASE AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION, OF A LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH ROAD (CR 361), FROM PERRY TO STEINHATCHEE, AS AGENDAED BY THE COUNTY ENGINEER.
21. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY ARTIFICIAL REEF MONITORING FWC GRANT AGREEMENT NO. 2121011, AND TO SERVE AS FISCAL AGENT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO CONSIDER APPROVAL OF NEWLY CREATED JOB DESCRIPTION FOR FIELD ATTENDANT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

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, 2023, 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, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 16,000	001-3899010	General Fund-Cash Brought Forward
\$ 16,000	0452-54610	Sports Complex Construction- R&M Buildings & Grounds

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner_____, seconded by Commissioner_____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

**Actual balance of carry forward / designated funds at FYE'22
were more than projected / budgeted in the FY'23 budget**

SUNGARD PENTAMATION, INC.
DATE: 12/01/2022
TIME: 15:53:24

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 76
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/22

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-572 PARKS & RECREATION
TOTL/DEPT-0452 SPORTS COMPLEX CONSTRUCT.

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
54610	R&M BUILDINGS & GROUNDS	.00	16,000.00	16,000.00	.00	16,000.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	21,131.00	5,131.00	-16,000.00	.00	5,131.00	.00
56300	CAPITAL/INFRASTRUCTURE	14,188.00	14,188.00	.00	.00	14,188.00	.00
	TOTAL SPORTS COMPLEX CONSTRUC	35,319.00	35,319.00	.00	.00	<u>35,319.00</u>	.00

Actual CF Bal
@ 9/30/22

SUNGARD PENTAMATION, INC.
DATE: 12/15/2022
TIME: 10:09:43

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expldgr.key_orgn='0452'
ACCOUNTING PERIOD: 3/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-572 PARKS & RECREATION
TOTL/DEPT-0452 SPORTS COMPLEX CONSTRUCT.

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
56200	CAPITAL OUTLAY-BUILDINGS	19,319.00	19,319.00	.00	.00	19,319.00	.00
	TOTAL SPORTS COMPLEX CONSTRUCT	19,319.00	19,319.00	.00	.00	19,319.00	.00
	TOTAL GENERAL FUND	19,319.00	19,319.00	.00	.00	19,319.00	.00
TOTAL REPORT		19,319.00	19,319.00	.00	.00	19,319.00	.00

Amt budget
FY 23

need to amend
Budget
by \$ 16,000
Dwelen

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, 2023, 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, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(4,091)	001-3347100	State Aid Library Grant
\$39,209	001-3899010	Cash Carry Forward
\$35,118		
 \$35,118	 0431-56200	 Capital Outlay / Buildings

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried _____ unanimously.

Gary Knowles, Clerk-Auditor

Chairman

The actual balance of **designated funds** at FYE '22 was more than projected/budgeted in the FY '23 budget and the amount of the FY '23 grant was less than budgeted

STATE AID LIBRARY FUNDS

BEGINNING BALANCE 10/1/21		\$55,370.46
FY 22 RECEIPTS		\$63,252.00
State Aid Grant	3347100	
FY 22 EXPENDITURES	0431	<u>(\$71,352.69)</u>
ENDING BALANCE 9/30/2022		<u>\$47,269.77 (*)</u>

****Per Three Rivers Library --- the Carry Forward should be \$49,970*****

(*) This amount is reserved on the balance sheet (001-2470022).
Remaining funds are carried forward to the following year budget.

State Aid Library Funds (12/27/22 dmw)

12/10/21 - per Dale at Three Rivers Library, the CF should be \$43,031 - will use that amt

amt budgeted for
FY 23:

CF = 10,761

Grant = 67,044

77,805

CF = 49,970

Grant Amount = 62,953

112,923amt s/h/b
budgeted
in FY 23112,923
(77,805)35,118

⇒ amount need to
amend FY 23 Budget
Per lawanda amend/increase
Capital/Buildings

Dwight
12/27/22

Division of Library and Information Services
FY2022-23 Estimated Grants
7/19/2022

County	Operating Grant	Equalization Grant	Total Grant: Operating and Equalization
LEVY	\$ 4,184	\$ 62,346	\$ 66,530
LIBERTY	\$ 2,278	\$ 69,855	\$ 72,133
MADISON	\$ 7,600	\$ 231,460	\$ 239,060
MANATEE	\$ 138,963	\$ -	\$ 138,963
MARION	\$ 114,574	\$ -	\$ 114,574
MARTIN	\$ 85,578	\$ -	\$ 85,578
MIAMI-DADE	\$ 1,394,290	\$ -	\$ 1,394,290
MONROE	\$ 47,548	\$ -	\$ 47,548
NASSAU	\$ 32,684	\$ -	\$ 32,684
OKALOOSA	\$ 79,639	\$ -	\$ 79,639
OKEECHOBEE	\$ 10,159	\$ 149,985	\$ 160,144
ORANGE	\$ 793,916	\$ -	\$ 793,916
OSCEOLA	\$ 155,822	\$ -	\$ 155,822
PALM BEACH	\$ 871,581	\$ -	\$ 871,581
PASCO	\$ 143,955	\$ -	\$ 143,955
PINELLAS	\$ 670,264	\$ -	\$ 670,264
POLK	\$ 242,520	\$ -	\$ 242,520
PUTNAM	\$ 11,286	\$ 161,392	\$ 172,678
SAINT JOHNS	\$ 116,534	\$ -	\$ 116,534
SAINT LUCIE	\$ 97,936	\$ -	\$ 97,936
SANTA ROSA	\$ 45,335	\$ -	\$ 45,335
SARASOTA	\$ 243,613	\$ -	\$ 243,613
SEMINOLE	\$ 132,875	\$ -	\$ 132,875
SUMTER	\$ 57,324	\$ -	\$ 57,324
SUWANNEE	\$ 25,132	\$ 517,166	\$ 542,298
TAYLOR	\$ 3,926	\$ 59,027	\$ 62,953
UNION	\$ 2,949	\$ 90,466	\$ 93,415
VOLUSIA	\$ 336,500	\$ -	\$ 336,500
WAKULLA	\$ 4,954	\$ 74,594	\$ 79,548
WALTON	\$ 17,387	\$ -	\$ 17,387
WASHINGTON	\$ 7,456	\$ 226,179	\$ 233,635

SUNGARD PENTAMATION, INC.
DATE: 12/28/2022
TIME: 08:25:37

**TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT**

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp|edgr.key_orgn='0431'
ACCOUNTING PERIOD: 3/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
 TOTALED ON: FUND,TOTL/DEPT
 PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-571 LIBRARIES
TOTL/DEPT-0431 LIBRARY GRANTS-STATE AID

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	38,480.00	38,480.00	.00	10,407.25	28,072.75	27.05
52110	FICA/MEDICARE TAXES	2,944.00	2,944.00	.00	796.12	2,147.88	27.04
52200	RETIREMENT CONTRIBUTIONS	3,895.00	3,895.00	.00	871.40	3,023.60	22.37
52300	HEALTH INSURANCE	20,705.00	20,705.00	.00	2,335.11	18,369.89	11.28
52320	LIFE INSURANCE	59.00	59.00	.00	14.58	44.42	24.71
52400	WORKERS' COMPENSATION	461.00	461.00	.00	.00	461.00	.00
52500	UNEMPLOYMENT COMPENSATIO	500.00	500.00	.00	.00	500.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	10,761.00	10,761.00	.00	.00	4,423.10	.00
	TOTAL LIBRARY GRANTS-STATE AI	77,805.00	77,805.00	.00	14,424.46	57,042.64	18.54
	TOTAL GENERAL FUND	77,805.00	77,805.00	.00	14,424.46	57,042.64	18.54
TOTAL REPORT		77,805.00	77,805.00	.00	14,424.46	57,042.64	18.54

Original amt.
Budgeted.

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, 2023, 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, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$4,617,500	001-3342016	FDLE/Jail Expansion Grant
Expenditures:		
\$4,617,500	0200-01-53401	JailExpansion/FDLE-Contractual Svs

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

New FY23 Grant

✓

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

GRANT AWARD

Recipient: Taylor County Board of County Commissioners
FLAIR Vendor ID: 596000879
Grant Period: 07/01/2022 – 06/30/2023
Project Title: Taylor County Sheriff's Office Jail Expansion
Grant Number: 7G013
Awarded Funds: \$4,617,500.00
CSFA Catalog Number: 71.073

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Taylor County Board of County Commissioners (herein referred to as "Recipient"); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2022 Legislature, Section 4, Specific Appropriation 1253A, Grants and Aids-Special Projects, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

~~From the funds in Specific Appropriation 1253A, \$4,617,500.00 in nonrecurring fixed capital outlay funds is provided to the Taylor County Board of County Commissioners for Taylor County Sheriff's Office jail project.~~

This award is subject to the special conditions outlined in **Appendix A**.

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, 2023 to be in excess of the advertised budget.

BE IT RESOLVED that the listed appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$14,011	001-3899010	General Fund-Cash Brought Forward
\$14,011	0453-59922	KB Boat Ramp Op - Sinking Fund

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Actual balance of carry forward / designated funds at FYE'22 were more than projected / budgeted in the FY'23 budget

BOAT RAMP / KEATON BEACH BOAT RAMP FUNDS (#0453)

BEGINNING BALANCE 10/1/21 \$ 301,879.62

REVENUE:

BOAT RAMP FEES - ON SITE COLLECTIONS	\$	20,493.13	001-3479010
BOAT RAMP DECAL FEES - TAX COLLECTOR	(A) \$	51,256.08	001-3479011
TOTAL REVENUE	\$	71,749.21	

EXPENDITURES:

		(\$35,084.68)	#0453
SALARIES & BENEFITS	(\$16,382.79)		
OPERATING EXPENDITURES	(\$18,701.89)		
(utilities, maintenance, general operating, etc.)			
CAPITAL OUTLAY	\$0.00		

ENDING BALANCE 9/30/22 - subtotal \$ 338,544.15

Funding (Decal Fees) Utilized for other Boat Ramps \$ (12,948.48)

Steinhatchee Boat Ramp	#0451-OP	\$ (12,085.53)	ref. attached analysis
Aucilla Boat Ramp	#0463	\$ -	ref. attached analysis
Dark Island Boat Ramp	#0449	\$ (862.95)	ref. attached analysis

ADJUSTED ENDING BALANCE 9/30/22 \$ 325,595.67 (*)

(*) This amount is "reserved" at fiscal-year end as "Reserve - KB Boat Ramp Funds
(Account 001 - 2470024)

(Funds are carried forward each year and are budgeted to "operate, improve, maintain and repair Keaton Beach Boat Ramp", per County Ordinance No. 2002-5 --- decal fees used for all ramps

(A) The decal fees are initially recorded and allocated to this department, for tracking purposes. Decal fees are used for the other boat ramps as necessary.

DMW
KB Boat Ramp Fund (12/13/22 dmw)

Actual CF (a)
FYE 22
Budgeted \$311,585
amend by \$14,011

#7

Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

December 20, 2022

Taylor County Board of
Commissioners
PO Box 620
Perry,

FL 32348

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Taylor County Board of
Commissioners
Policy Number: FPL007509952
Expiration Date: 4/27/23

Dear Insured:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Florida League of Cities Inc
PO BOX 538135
Orlando, FL 32853-8135

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions


Taylor County Board of
Commissioners
December 20, 2022
Page 2

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
POLICY MANAGERS®



Marisa Kraft
Account Executive
mkraft@policymanagers.com

cc: Christopher Krepcho
Florida League of Cities Inc
PO BOX 538135
Orlando, FL 32853-8135



**Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty**

NAMED INSURED: Taylor County Board of
Commissioners
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: FPL007509952
POLICY PERIOD: 4/27/23 - 04/27/24

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

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

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

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

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

LIMITS DESIRED: (each incident/aggregate)

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

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

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

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



Renewal Warranty Acknowledgement

Florida League of Cities Inc

APPLICANT: _____

BROKER: _____

APPLICANT: Taylor County Board of Commissioners
(Signature)
(Print Name)

PO BOX 538135
(Firm)
Orlando, FL 32853-813
(Street Mailing Address)

DATE: _____

Christopher Krepcho
(Contact person)

(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)
W237716

(License Number and State)

0596001124

(Tax I.D. #)

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

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

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

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

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

Terrorism Act Premium: \$14

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

Commerce and Industry Insurance Company

Return to: Policy Managers

317 Riveredge Blvd., Suite 206

Cocoa, FL 32922

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

Taylor County Board of
Commissioners

Pol#: 007509952

Quote#: 101983

121187 (01/16)
CI5974

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider the approval of letter in support of the North Florida Economic Development Partnership (NFEDP).

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue: For 2023 grant application funding for the NFEDP

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The North Florida Economic Development Partnership has request a letter of support in order to apply for the 2023 Regional Rural Development grant. The NFEDP actively pursues opportunities for economic development and growth for Taylor County.

Options: Approve/ Not Approve

Attachments: Letter of Support
Email from NFEDP

LaWanda Pemberton

From: Diane Scholz <dscholz@iog.fsu.edu>
Sent: Thursday, December 1, 2022 4:45 PM
To: LaWanda Pemberton
Cc: bigtomdemp@aol.com
Subject: 2023 RRDG Application & REQUIRED Documentation
Attachments: Taylor County 1-7-2022.pdf

Good afternoon, LaWanda! It's that time again for the NFEDP to prepare and submit its 2023 RRDG application. And as in past years each county is required to provide the NFEDP a letter of support for the application. I have attached last year's letter from Taylor County and am requesting an updated one for this year's application be **emailed to me by COB December 30, 2022.** Please remember to address the letter to: **Chairman Jimmy Norris, 3200 Commonwealth Blvd., Suite 7, Tallahassee, FL 32303.** Please let me know if you have any questions. Thanks!

Diane Scholz

Florida Institute of Government-FSU
North Florida Economic Development Partnership
Director, Rural & Economic Development Services
3200 Commonwealth Blvd., Suite 7
Tallahassee, FL 32303
Mobile: 850.728.5191



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

January 3, 2023

The Honorable Glenn Hunter, Chairman
North Florida Economic Development Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, Florida 32303

Dear Chairman Hunter

On behalf of the Taylor County Board of County Commissioners, this letter is being sent in support of the North Florida Economic Development Partnership's (NFEDP) 2022 Regional Rural Development Grant application to be submitted to the Florida Department of Economic Opportunity to benefit the economic development and growth of the North Florida Rural Area of Opportunity (RAO).

Taylor County has been a member of the NFEDP since the inception of the Partnership and continues to support its growth and successes through its active participation, and Taylor County's per capita membership dues paid annually. We anticipate continued progress for all 14 counties in the North Central Florida RAO and are pleased to actively participate in the many initiatives and efforts to promote economic development within the NFEDP.

Sincerely,

Jamie English
Chairperson

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Certificate of Expenditure to the Volunteer Fire Assistance Grant Program thru Florida Forest Service to purchase bunker gear for firefighters.

MEETING DATE REQUESTED:

January 3, 2022

Statement of Issue: Board to approve the Certificate of Expenditure to Florida Forest Service requesting reimbursement for the purchase of bunker gear for Taylor County Fire Rescue.

Recommended Action: Board to approve Certificate of Expenditure

Fiscal Impact: The County received a grant from Florida Forest Service in the amount of \$12,296 and is required to provide a match of \$6,148 which was budgeted. The total amount of the bunker gear was \$13,170.50. The additional amount of \$874.50 was provided out of County Fire's budget.

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

Submitted By: Melody Cox, Grants

Contact: Melody Cox and/or Dan Cassell

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is requesting reimbursement in the amount of \$6,148 for the purchase of bunker gear.

Attachments: Certificate of Expenditure and support documentation



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

CERTIFICATE OF EXPENDITURE

This will certify that all funds received by:

Taylor County Board of County Commissioners

(Name of Entity)

201 E. Green Street, Perry, Florida 32347

(Mailing Address)

under the Year 20 21 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:

Jamie English

(Printed Name)

Chairman

(Title)

(Signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or

☐ online notarization, this ____ day of _____, _____,

by _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

2021 APPROVED FEDERAL COST SHARE

05 Taylor

Taylor Co BOCC

AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
<u>\$12,288</u>	<u>\$6,148.00</u>	<u>5</u>	<u>sets bunker gear</u>
FIRE DEPT. TOTAL	\$6,148.00		

TAYLOR COUNTY

VENDOR NO. 002364

CHECK NO. 68524

Account		Purchase Order	Invoice Number	Amount	Description
0195	55201	20220820	1310002304	9,516.00	GEAR COAT
0195	55201	20220820	IN907701	3,309.35	1044 DEFENDER HELMET
0195	55201	20220820	IN909848	345.15	LEATHER HELMET SHIELD

002364 TEN-8 FIRE EQUIPMENT INC.

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO Box 620
Perry, FL 32348

Capital City Bank
Perry, FL 32347

68524
63-68/631

Date
10/18/22

GENERAL FUND

Amount

\$ ****13,170.50*

PAY THE SUM OF ***13170* DOLLARS AND 50* CENTS**

To the
Order of 002364
TEN-8 FIRE EQUIPMENT INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON FL 34203

Thomas Dent
Gary Knowles
Clerk

PDF Copy Only - Non-Negotiable

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO Box 620
Perry, FL 32348

TEN-8 FIRE EQUIPMENT INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON FL 34203



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:
TAYLOR COUNTY FIRE DEPT.

P.O. BOX 620
PERRY FL 32348
USA

Original

Invoice Number

1310002304

Customer No.

C00971

PO Number

20220820

Sales Employee

Ribbens, Eric J

Document Owner

Snyder, Bryce

Delivery Address

TAYLOR COUNTY FIRE DEPT.
501 INDUSTRIAL PARK DR.
PERRY FL 32348
USA

Document Date

09/22/22

Federal Tax ID - Business Partner

72-04-003429-53C

Email

eribbens@ten8fire.com

Email

bsnyder@ten8fire.com

INVOICE

Page

1/1

Description	Quantity Shipped	UoM	Vendor	Disc. %	Price	Total
TAYLORCLASS TAYLOR CO. CLASSIX KHAKI COAT	5	EA	GLOBE MANUFACTURI	0.00	1,094.00	5,470.00
TAYCLASSIXP/ TAYLOR CO. CLASSIX KHAKI PANTS	5	PR	GLOBE MANUFACTURI	0.00	809.20	4,046.00
FRGT01 FREIGHT CHARGE	1			0.00	0.00	0.00

Subtotal: \$ 9,516.00

Total Before Tax: \$ 9,516.00

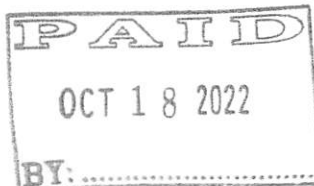
Total Tax Amount: \$ 0.00

Total Amount: \$ 9,516.00

RECEIVED

SEP 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



APPROVED

OCT 18 2022

TAYLOR COUNTY BCC

••0••CA

9,516.00 +

3,309.35 +

345.15 +

13,170.50 *



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

INVOICE

Page: 1

Invoice Number:
Invoice Date:

IN907701
4/21/2022

Bill

To: TAYLOR COUNTY FIRE DEPT.
P.O. BOX 620
PERRY, FL 32348

Ship

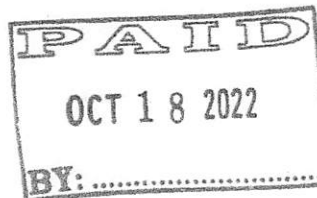
To: TAYLOR COUNTY FIRE DEPT.
501 INDUSTRIAL PARK DR.
PERRY, FL 32348

Tax Ident. Type Legal Entity

Ship Via STANDARD DELIVERY

Ship Date 4/12/2022

Terms Due Upon Receipt of Product Or Service



Customer ID
P.O. Number
Our Order No.
SalesPerson

TAYLOR COUNTY
20220820
680892
John Madigan

Item/Description	Unit	Qty. Ordered	Qty. Backorder	Qty. Shipped	Unit Price	Total Price
GLB-TAYLORCLASSIXCOAT	EACH	5				
TAYLOR CO. CLASSIX KHAKI COAT						
GLB-TAYCLASSIXPANTS	PAIR	5				
TAYLOR CO. CLASSIX KHAKI PANTS						
THR-804-6369-10M	PAIR	5		5	318.82	1,594.10
14" POWER HV STRUCTURAL BUNKER BOOT 10M						
HEX-8180	PAIR	5		5	66.53	332.65
NFPA STRUCTURAL GLOVE (3) LRG (2) XL						
CRN-CTRD-71B2A1221	EACH	5		5	276.52	1,382.60
1044 BLACK W/DEFENDER,VISOR,STANDARD FLANNEL						
HDBND						
CRN-F24	EACH					
6" FRONT 2 LINES W/PG						
PGI-3049298	EACH					
HOOD, CARBON SHIELD, LONG BIB						
FREIGHT CHARGES INCLUDED						
PRICED PER LAKE CO. CONTRACT						
#17-0606L EXPIRES 06/30/2022						

APPROVED RECEIVED

5 OCT 18 2022

1

APR 22 2022

TAYLOR COUNTY BCC

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 3,309.35

Remit To :

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
Bradenton, FL 34203

*Emailed Dan about
back-ordered items
+ PO's
9/26/2022*

Subtotal: 3,309.35
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total: PP 3,309.35

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

INVOICE

Page: 1

Invoice Number:

JN909848

Invoice Date:

6/11/2022

Bill

To: TAYLOR COUNTY FIRE DEPT.
P.O. BOX 620
PERRY, FL 32348

Ship

To: TAYLOR COUNTY FIRE DEPT.
501 INDUSTRIAL PARK DR.
PERRY, FL 32348

Tax Ident. Type Legal Entity

Customer ID

TAYLOR COUNTY

P.O. Number

20220820

Ship Via STANDARD DELIVERY

Our Order No.

680892

Ship Date 4/12/2022

SalesPerson

John Madigan

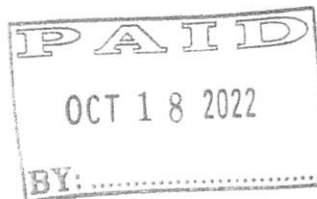
Terms Due Upon Receipt of Product Or Service

Item/Description	Unit	Qty. Ordered	Qty. Backorder	Qty. Shipped	Unit Price	Total Price
GLB-TAYLORCLASSIXCOAT	EACH	5				
TAYLOR CO. CLASSIX KHAKI COAT						
GLB-TAYCLASSIXPANTS	PAIR	5				
TAYLOR CO. CLASSIX KHAKI PANTS						
THR-804-6369-10M	PAIR	5				
14" POWER HV STRUCTURAL BUNKER BOOT 10M						
HEX-8180	PAIR	5				
NFPA STRUCTURAL GLOVE (3) LRG (2) XL						
CRN-CTRD-71B2A1221	EACH	5				
1044 BLACK W/DEFENDER,VISOR,STANDARD FLANNEL						
HDBND						
CRN-F24	EACH	5		5	40.30	201.50
6" FRONT 2 LINES W/PG						
PGI-3049298	EACH	5		5	28.73	143.65
HOOD, CARBON SHIELD, LONG BIB						
FREIGHT CHARGES INCLUDED						
PRICED PER LAKE CO. CONTRACT						
#17-0606L EXPIRES 06/30/2022						

RECEIVED

JUN 13 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 345.15

APPROVED

OCT 18 2022

TAYLOR COUNTY BCC

Remit To :
TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
Bradenton, FL 34203

Subtotal: 345.15
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total: 345.15

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

PURCHASE ORDER NO. 20220820

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

PAGE NO. 1

Submit original invoice to the above address

VENDOR 002364 FAX: 941-756-2598
 TEN-8 FIRE EQUIPMENT INC.
 2904 59TH AVENUE DRIVE EAST
 BRADENTON FL 34203

SHIP TO TAYLOR COUNTY FIRE DEPARTMENT
 501 INDUSTRIAL PARK DRIVE
 PERRY, FL. 32347
 ATTN:
 purchasing@taylorcountygov.com

ORDER DATE: 03/02/22 BUYER: DAN CASSEL REQ. NO.: R2200898 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESC.: BUNKER GEAR SETS

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	5.00		GEAR COAT ✓	1094.0000	5,470.00 ✓
02	5.00		GEAR PANT ✓	809.2000	4,046.00 ✓
03	5.00		THUROGOOD STRUCTURE BOOT ✓	316.8100	1,594.10 ✓
04	5.00		STRUCTURE GLOVES ✓	66.5300	332.65 ✓
05	5.00		1044 DEFENDER HELMET ✓	272.5200	1,382.60 ✓
06	5.00		LEATHER HELMET SHIELD ✓	40.3000	201.50 ✓
07	5.00		LONG BID HOOD ✓	28.7300	143.65 ✓

RECEIVED

SEP 2022

GARY
 CLERK OF COURT
 TAYLOR COUNTY, FLORIDA

Rec. 9/13/22
D-2

18702

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	13,170.50
01	0195 55201	5,470.00		TOTAL \$	13,170.50
02	0195 55201	4,046.00			
03	0195 55201	1,594.10			
04	0195 55201	332.65			
05	0195 55201	1,382.60			
06	0195 55201	201.50			
07	0195 55201	143.65			

Lelwanda Pemberton
 COUNTY ADMINISTRATOR

Sarah Winnick

APPROVED BY

DIRECTOR OF PURCHASING

Delivery Note

Delivery Number: 803735201

Page 1 of 2



The Safety Company

803735201

Ship To Information: 1000143805

Taylor County Fire Dept
501 Industrial Park Dr
Perry FL 32348-6354
USA

Company Information: 154018

Ten-8 Fire Equipment Inc
2904 59th Avenue Dr E
Bradenton FL 34203-5312
USA

MSA Safety Sales , LLC
1000 Cranberry Woods Dr
CRANBERRY TOWNSHIP
PA 16066

Tel: 800-MSA-2222

Shipping Point: USM3

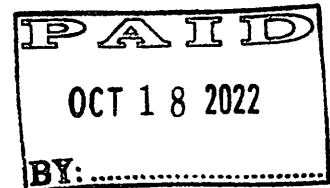
MSA JACKSONVILLE
572 Center St
Jacksonville NC 28546-3000
USA

RECEIVED

SEP 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Order Number: 402467085
Customer PO Number:: 1000954
Shipping Condition: UPS Ground
Planned Ship Date: JUN 15 2022
Terms of Shipment: FOB DEST/PPD/A
Terms of Payment: N045 NET 45 DAYS
Date Created: JUN 06 2022 / Time Created: 06:02:04
Contact Name: Sharon
Contact Phone:
Contact Fax:



Item	SLOC	Material	DG	UM	Order	BO	Shipped
10	564	D-FRT		EA	5		5
FIRE HELMET FRONTS, CONFIGURED							
MRP Controller: 4HF							
D-FRT:-6-24-A-L-B-N-W-A-B-G-I-N-B-A							
TT:TAYLOR COUNTY BT:FIRE RESCUE							

With the following configuration:



Packing Slip

Packing List #: 461592

Customer: Ten-8 Fire Equipment

Attn:

Address: TAYLOR COUNTY FIRE DEPT
501 Industrial Park Dr
Perry FL 32348-6354
USA

Phone: 9417567779

Carrier: 06 - Fedex Ground Service

Weight: 0.00



Tracking No. 577703984802



Order #: 499667

P.O. #: 1000956

Entry Date: 04-13-2022

Ship Date: 04-14-2022



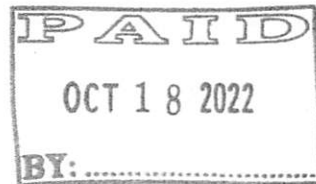
Notes

RECEIVED

SEP 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Ordered	Shipped	BO	Product SKU #	Description
P0010235844				
3.00	3.00	0.00	8180-L (9) Batch #: 69562	8180 Gauntlet Cuff, size L (76N)
2.00	2.00	0.00	8180-XL (10) Batch #: 69562	8180 Gauntlet Cuff, size XL (76W)



Shipment Packing Slip

TEN-8 LIVE

April 12, 2022

Page 1

TEN8\RHONSINGER

Sell-To Customer : TAYLOR COUNTY

Ship To : TAYLOR COUNTY FIRE DEPT.

Location Code BRAD

501 INDUSTRIAL PARK DR.

Assigned User ID TEN8\BSNYDER

PERRY, FL 32348

No. SH28193

Customer PO No. 20220820

Ship

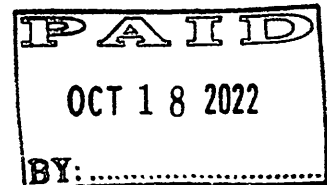
Method : STANDARD

Item No.	Description	Location	Shelf No.	Qty. Ordered	Unit	Qty. Picked	Back Ordered	Document	Document No.
CRN-CTRD-71B2A1221	1044 BLACK W/DEFENDER VISO R STANDARD FLANNEL HDBND	BRAD	RK5-2-2	5	EA	0	5	Sales Order	680892

RECEIVED

SEP 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA






Date: 4/19/2022

Packing List

Customer Contract #: 1000957
Customer #: 339882
Customer PO #: 1000957
Customer Service #:
Ship Date: 19-APR-22

Delivery Number #: 
899083348
Order #: 5148028
Order Date: 15-APR-22
O/E Info: TFSMITH
Picker: Bowman, John
Shipper: LIONMANAGER
Release Date: 19-APR-22

Ship From:
LION HAZEL GREEN
LION DISTRIBUTION CENTER
14201 HWY 191
HAZEL GREEN, KY 41332, United States

Ship To:
TAYLOR COUNTY FIRE DEPT.
501 INDUSTRIAL PARK DR.
Perry, FL 32347, United States

Additional Information:

Return Instructions: Please contact Lion Customer Service for an RGA number and return instructions before shipping returned items. Returns received without an RGA could be rejected. Individual agency/distributor return policies apply

Order Qty	Ship Qty	Item	Item Description	Unit Price	Extended Price
5	5	804-6369=10+10.0M	QR 14 14" STRUCTURAL BUNKER BOOT		

Unshipped Qty	Item	Item Description	Order Number	Line Number
---------------	------	------------------	--------------	-------------

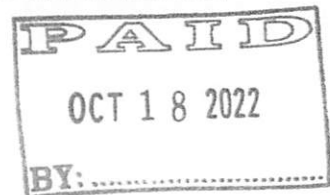
Received by _____

Date _____

RECEIVED

SEP 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



*"Outfitting the World for Safety"*

PO Box 307
550 Commercial Avenue
Green Lake, WI 54941

Bill to: TEN-8 FIRE EQUIP. INC.
5557 2904 59TH AVE DR E
BRADENTON, FL 34203

Page no: 1
Order no: 000109288
Shipment no: 001
Order date: 04/12/2022
Ship date: 05/26/2022

Cust PO no: 1000958



Cust PO no: 1000958

Ship to: TAYLOR COUNTY FIRE DEPT.
501 INDUSTRIAL PARK DR.
PERRY, FL 32348

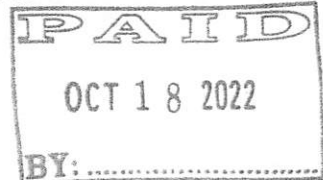
Ship to no:
Ship via: UPS
Ship via acct:
Freight terms: PREPAY & ADD
FOB: ORIGIN
Sls branch: 01
PGI, INC

Line	Item number	Description	Sls UOM	Qty shipped	Control number
1	30400-00-192098-0	STK HD ULTI CARB/ARA 2-PLY	EA	5	
	Cross reference number: 3049298-Z				

RECEIVED

SEP 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



Ship via UPS
Freight amount:
Total actual weight

Tracking number 1z5843210354749271

23.07

.0000 lbs

Total boxes

(Thank you for your order)

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

PAGE NO. 1

Submit original invoice to the above address

VENDOR 002364 FAX: 941-756-2598
 TEN-8 FIRE EQUIPMENT INC.
 2904 59TH AVENUE DRIVE EAST
 BRADENTON FL 34203

SHIP TO TAYLOR COUNTY FIRE DEPARTMENT
 501 INDUSTRIAL PARK DRIVE
 PERRY, FL. 32347
 ATTN:
 purchasing@taylorcountygov.com

ORDER DATE: 03/02/22		BUYER: DAN CASSEL		REQ. NO.: R2200898	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: BUNKER GEAR SETS	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	5.00		GEAR COAT	1094.0000	5,470.00
02	5.00		GEAR PANT	809.2000	4,046.00
03	5.00		THUROGOOD STRUCTURE BOOT	318.8200	1,594.10
04	5.00		STRUCTURE GLOVES	66.5300	332.65
05	5.00		1044 DEFENDER HELMET	276.5200	1,382.60
06	5.00		LEATHER HELMET SHIELD	40.3000	201.50
07	5.00		LONG BID HOOD	28.7300	143.65

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	13,170.50
01	0195 55201	5,470.00		TOTAL \$	13,170.50
02	0195 55201	4,046.00			
03	0195 55201	1,594.10			
04	0195 55201	332.65			
05	0195 55201	1,382.60			
06	0195 55201	201.50			
07	0195 55201	143.65			

Lalwanda Pemberton
 COUNTY ADMINISTRATOR

Sarah Weirick
 DIRECTOR OF PURCHASING

APPROVED BY

DIRECTOR OF PURCHASING

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

Board to review and approve Task Order 1 with AVCON, INC. in the amount of \$95,000 for the preparation and completion of the Airport Wildlife Hazard Management Program at Perry-Foley Airport.

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue: Requesting Board to approve Task Order 1 with AVCON, INC. for the preparation of the Airport Wildlife Hazard Management Assessment and Program.

Recommended Action: Approve Task Order 1 with AVCON, Inc.

Fiscal Impact: The Task Order will be funded 100% with FDOT and FAA grants.

Budgeted Expense: The project will be 100% grant funded. Both grant budgets have been submitted to the County Finance Department and budgets have been set by the Director.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded grants totally \$95,000 from FAA and FDOT for the Wildlife Hazard Assessment and development of the Master Plan. An assessment of the vegetation at the airport is also included in the Wildlife Assessment and Management Plan. Findings in the Assessment will ensure that removal or relocation of wildlife and /or vegetation will be eligible for future grant funding. The project will be complete within twelve (12) months.

Attachments: Task Order 1 and Exhibit A: Scope of Services.

TASK ORDER NO. 1
Professional Services

Airport Wildlife Hazard Management Program
December 12, 2022
Perry Foley Airport, Taylor County, Florida

Task Order No. 1

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the Taylor County Board of County Commissioners (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Engineering, Planning, Design, and Construction Management Services, dated January 3, 2023, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Perry Foley Airport
Taylor County, Florida
- 2. Task Name:** Airport Wildlife Hazard Management Program
- 3. Task Description/Scope of Services:** Consultant shall perform services as identified in Exhibit "A" – Scope of Services attached hereto.
- 4. Compensation:** All work performed under this Task Order shall be compensated for on a Lump Sum basis as derived in Exhibit "A" – Scope of Services attached hereto and summarized as follows:

Tasks	AVCON Fee
Task 1: Wildlife Hazard Assessment (WHA):	\$ 78,500.00
Task 2: Wildlife Hazard Management Plan (WHMP):	\$ 16,500.00
Totals:	\$ 95,000.00

The Lump Sum fee for the services shall be Ninety-Five Thousand and 00/100 dollars (\$95,000.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.

- 5. Schedule:** The Wildlife Hazard Assessment (WHA) shall be conducted over 12 months, and the Wildlife Hazard Management Plan (WHMP) will be prepared over 3 months following completion of the WHA.
- 6. Deliverables:** Consultant shall submit the following items:

Task 1	Monthly Status Report, digital copy
Task 1	Draft Wildlife Hazard Assessment, digital copy
Task 1	Final Wildlife Hazard Assessment, digital copy
Task 2	Draft Wildlife Hazard Management Plan, digital copy
Task 2	Final Wildlife Hazard Management Plan, digital copy

Accepted by:

**Taylor County Board of
County Commissioners**


By: _____

Printed Name: _____

Title: _____

Accepted by:

AVCON, Inc.

By: _____ 

Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Vice President

EXHIBIT A: SCOPE OF SERVICES

AIRPORT WILDLIFE HAZARD MANAGEMENT PROGRAM

Perry-Foley Airport (FPY)

Taylor County, Florida

December 2022

PROJECT DESCRIPTION:

The Airport Wildlife Hazard Management Program at Perry-Foley Airport will generally involve quantifying wildlife activities and attractants on airport property and developing a management plan to enhance aviation safety. The program comprises two primary tasks:

- **Wildlife Hazard Assessment (WHA):** The WHA, conducted by a qualified biologist, constitutes a series of site visits on airport property by a qualified airport wildlife biologist over an approximate 12-month period to observe and document wildlife activity and attractants on the airport. The WHA provides the scientific basis for the development, implementation, and refinement of a subsequent Wildlife Hazard Management Plan (WHMP). Though parts of the WHA may be incorporated directly into the WHMP, they are two separate documents. Following the completion of the WHA, the WHA report will be submitted to the FAA for evaluation. The results of the WHA will serve as the basis for the subsequent Wildlife Hazard Management Plan (WHMP).
- **Wildlife Hazard Management Plan (WHMP):** Based on the results of the WHA, the WHMP will be compiled in general accordance with the guidelines in 14 CFR 139.337(f). This WHMP will serve the airport as an operational tool for managing wildlife hazards and may serve as justification for future AIP projects such as airport perimeter fencing improvements and vegetation management.

As required by 215.971, Florida Statutes, this scope of work includes but is not limited to consultant fees and survey costs. It includes all equipment, labor, and incidentals required to complete the program in accordance with FAA Advisory Circular (AC) 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*. Wildlife Biologist(s) will be qualified in accordance with FAA AC 150/5200-36A, *Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports*. The Sponsor will comply with Florida Aviation Program Assurances.

PROJECT JUSTIFICATION:

Birds, deer, coyotes, gopher tortoises, and even alligators wandering onto runways can create serious problems for departing and landing aircraft. Aircraft collisions with wildlife, also commonly referred to as wildlife strikes, annually cost the civil aviation industry in the USA at least \$500 million in direct damage and associated costs and over 500,000 hours of aircraft down time. Although the economic costs of wildlife strikes are extreme, the cost in human lives lost when aircraft crash as a result of strikes best illustrates the need for management of the wildlife strike problem.

The management of wildlife on and near airports is not usually an easily solved problem. This management can be as diverse as habitat manipulation to use of predators to repelling wildlife to lethal control of wildlife. Recognizing existing wildlife attractants, as well as mitigating the creation of new wildlife attractants on or near the airport will help to reduce the risk of wildlife strikes.

Exhibit A: Scope of Services
Airport Wildlife Hazard Management Program
Perry-Foley Airport
December 2022
Page 2 of 4

Land-use practices and habitat are the key factors determining the wildlife species and the size of wildlife populations that are attracted to airport environments. The recognition and control of those land-use practices and habitats on or near airports that attract hazardous wildlife are fundamental to effective Wildlife Hazard Management Plans. The FAA, through Advisory Circular 150/5200-33A, *Hazardous Wildlife Attractants on or Near Airports*, Appendix C, provides guidance on locating certain land uses that have the potential to attract hazardous wildlife on or near public-use airports. It also discusses airport development projects (including airport construction, expansion, and renovation) affecting aircraft movement near hazardous wildlife attractants. By controlling incompatible land uses on and around airports, hazards can be reduced.

ENGINEER/BIOLOGIST:

Professional services will be performed by AVCON, INC. with subconsultant support from SES Energy Services, LLC (dba Environmental Resource Solutions), a qualified airport wildlife biologist.

SCOPE OF SERVICES:

Task 1—Wildlife Hazard Assessment (WHA):

Prior to initiating the Wildlife Hazard Assessment (WHA) field work, the Consultant will thoroughly review the current FAA National Wildlife Strike Database Records and any additional information known about wildlife on or near the airport. The Consultant will conduct an interviews/meeting with airport staff to gather airport specific information and review the existing wildlife procedures.

In conducting the WHA, 14 CFR Part 139.337 (c)(2) requires the "identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences." Many regions have dramatic seasonal differences in numbers and species of migratory birds. Even for non-migratory wildlife, such as deer, resident Canada geese, and gopher tortoise behavior and movement patterns can change significantly among seasons. Observations of wildlife at an airport and surrounding areas limited to a few days in a single season generally cannot adequately assess hazardous wildlife issues and associated habitat attractants. A 12-month assessment will be conducted so the seasonal patterns of birds and other wildlife using the airport and surrounding area during an annual cycle can be properly documented.

To adequately identify "the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences" during the WHA, the FAA and USDA/WS recommend that standardized survey procedures be used. These standardized procedures should provide an objective assessment of hazardous wildlife in the airport environment that can be repeated in future years for comparative purposes. Objective procedures for assessing bird populations will be based on North American Breeding Bird Survey methodology. Standardized counts of birds should be made at established survey points at least twice monthly. In addition, specialized surveys might be needed as part of the overall assessment to document large-to-mid-sized mammals, such as deer, jackrabbits, or gopher tortoises (from vehicle using spotlight or night vision equipment), and small mammals, such as voles and mice (snap traps), on the airport.

Exhibit A: Scope of Services
Airport Wildlife Hazard Management Program
Perry-Foley Airport
December 2022
Page 3 of 4

These specialized mammal surveys should be conducted at least twice during the 12-month period.

Dawn, midday, and dusk surveys will be conducted at approximately 10-15 fixed points on or near the air operations area (AOA). Survey points will be located to provide complete visual coverage of the AOA, generally observe arrival and departure corridors, and to view known wildlife attractants within 10,000-feet of the AOA. Night surveys will be conducted with a spotlight approximately one hour past sunset within the AOA. Recorded wildlife data will include species, number, grid-based location, observed activity, type of habitat used, and time and date of observation.

The Consultant will also conduct (as accessible) a qualitative review of potential wildlife attractants within a 5-mile area of the AOA. During the surveys, signs of wildlife such as scat, tracks, and other evidence will be recorded if observed and included in the data analysis. All observed wildlife attractants will be noted.

The Consultant will develop a draft report for review by the airport staff. The draft report will include a detailed listing of wildlife species observed, analysis of data collected (including charts and tables as needed), and wildlife attractants. The report will also include recommendations to reduce wildlife strike risks at the airport. Recommendations will consider both passive and active management techniques. The Consultant will incorporate comments from airport staff and develop a Final WHA report for Perry-Foley Airport.

Following the completion of the WHA, the WHA report will be submitted to the FAA for evaluation. The results of the WHA will serve as the basis for the subsequent Wildlife Hazard Management Plan (WHMP).

Task 1—Wildlife Hazard Assessment (WHA) Payment & Deliverable Milestones. Payments for the above-listed task will be made on a monthly basis and after the following deliverables are received or milestones occur:

- Submittal of monthly status report (i.e. each month)
- Submittal of Draft Wildlife Hazard Site Visit report and Final Wildlife Hazard Site Visit report

Task 2—Wildlife Hazard Management Plan (WHMP):

Following the FAA review of the Wildlife Hazard Assessment (WHA), the Consultant will work with airport staff to develop and implement a Wildlife Hazard Management Plan (WHMP) using the WHA as the basis for the plan (14 CFR 139.337 (e)(1-3)). At the same time, the FAA regional coordinator will contact the local U.S. Fish and Wildlife Service (USFWS), Ecological Services Field Office and request information about the presence of federally listed or proposed endangered or threatened species or designated or proposed critical habitat on or near the airport.

The WHMP is a concise document that generally follows the guidelines in 14 CFR 139.337 (f), including the following components:

- (1) A list of the individuals having authority and responsibility for implementing aspects of the plan.
- (2) A list prioritizing the following actions and target dates for their initiation and completion:
 - a. Wildlife population management;
 - b. Habitat modification; and
 - c. Land use changes.
- (3) Requirements for applicable copies of local, State, and Federal wildlife control permits.
- (4) Identification of resources that the certificate holder will provide to implement the plan.
- (5) Procedures to be followed during aircraft operations:
 - a. Designation of personnel responsible for implementing the procedures;
 - b. Provisions to conduct physical inspections of aircraft movement areas; and
 - c. Wildlife hazard control measures.
- (6) Procedures to review and evaluate the wildlife hazard management plan every 12 months.
- (7) A training program conducted by a qualified wildlife damage management biologist to provide airport personnel with the knowledge and skills needed to successfully carry out the wildlife hazard management plan.

A Draft WHMP document (digital copy) will be provided to airport staff for review and comment. The Consultant will address airport comments and provide a Final WHMP (digital and print copies) to the airport for submittal to the Florida Department of Transportation and the Federal Aviation Administration. The Consultant will assist airport staff in addressing comments from the agencies and revise as necessary and resubmit the final document.

Task 2—Wildlife Hazard Management Plan (WHMP) Payment & Deliverable Milestones.
Payments for the above-listed task will be made after the following deliverables are received or milestones occur:

- Submittal of Draft Wildlife Hazard Management Plan report
- Submittal of Final Wildlife Hazard Management Plan report

PROJECT BUDGET ESTIMATES:

• Wildlife Hazard Assessment (12 months):	\$ 78,500.00
• Wildlife Hazard Management Plan:	<u>16,500.00</u>
Project Total:	\$ 95,000.00

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request for 4-H Funds to be released for the 2022-2023 budget year to the Taylor County 4-H Foundation



MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue: To approve the 4-H Foundation Review and release funding for 2022-2023 budget year of \$10,881.00.

Recommended Action: To request for 4-H Funds, received from the County, to be released to the Taylor County 4-H Foundation (\$10,881.00).

Fiscal Impact: \$10,881.00 that supports 4-H Programming in Taylor County.

Budgeted Expense: N/A

Submitted By: Lori Wiggins, Taylor County Extension Director

Contact: 850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the Taylor County Board of County Commissioners to receive and approve the Taylor County 4-H Foundation Review conducted by Certified Public Accountant, Richard A. Glover, CPA, PA.

Options:

Attachments: see attached Review for the 2021-2022 budget year.

TAYLOR COUNTY 4-H FOUNDATION, INC.

PERRY, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

TAYLOR COUNTY 4-H FOUNDATION, INC.

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STATEMENT OF FINANCIAL POSITION	5
STATEMENT OF ACTIVITIES	6
STATEMENT OF CASH FLOWS	7
NOTES TO FINANCIAL STATEMENTS	8-10

RICHARD A. GLOVER, CPA, PA

Certified Public Accountant

Post Office Box 12612

Tallahassee, Florida 32317

Telephone (850) 510-4300

Fax (850) 422-1044

Independent Accountant's Review Report

The Board of Directors
Taylor County 4-H Foundation, Inc.
Perry, Florida

We have reviewed the accompanying financial statements of Taylor County 4-H Foundation, Inc. (a nonprofit organization) which comprise of the statement of financial position as of September 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Richard A. Glover, CPA, PA

Richard A. Glover, CPA, PA
Tallahassee, Florida
November 16, 2022

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022

ASSETS

CURRENT ASSETS

Cash	\$ 60,401
Investments	<u>47,502</u>
Total Current Assets	107,903
TOTAL ASSETS	<u>\$ 107,903</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Unearned Revenue – Backpack Fund	\$ <u>27,697</u>
Total Current Liabilities	27,697

NET ASSETS

Temporarily Restricted	<u>80,206</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 107,903</u>

The accompanying notes are an integral part of these financial statements.

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

TEMPORARILY RESTRICTED SUPPORT & REVENUE

Backpack Program	\$ 0
Horse & Livestock	5,000
Other Donations & Revenue	4,825
Youth Camps and Clubs	16,968
Food Nutrition Programming	0
Taylor County Board Donation	10,881
Unrealized Gains (Losses) On Investments	<u>(6,493)</u>
Total Support and Revenue	<u>31,181</u>

EXPENSES

Program Services	
County Funds	13,634
Youth Camps	15,082
Family and Consumer Science	0
Other Program Expenses	<u>6,772</u>
Total Expenses	<u>35,488</u>

Change in Temporarily Restricted Net Assets	(4,307)
Temporarily Restricted Net Assets, Beginning of Year	<u>84,513</u>
Temporarily Restricted Net Assets, End of Year	<u><u>\$ 80,206</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

Cash Flows From Operating Activities	
Increase (Decrease) in Net Assets	\$ (4,307)
Adjustments to Reconcile Change:	
Unrealized Loss on Investments	6,493
Change in Unearned Revenue	5,091
Withdrawals from Investment Funds	<u>1,000</u>
Net Cash Provided in Operating Activities	<u>8,277</u>
Net Increase in Cash and Cash Equivalents	8,277
Cash and Cash Equivalents at Beginning of Year	<u>52,124</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 60,401</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through “learning by doing”.

Basis of Accounting

The Organization’s books are maintained on the accrual basis of accounting.

Basis of Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted assets.

Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

Income Taxes

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

A Form 990, Return of Organization Exempt From Income Tax, is filed each year.

Property and Equipment

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvement, and other capital outlays that exceed a threshold of \$500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumption that affect certain reported amounts and disclosures. Actual results may differ from these estimates.

Donated Materials and Services

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The origin of the investments were a donation from Taylor County Community Friends upon the dissolution of the Not-For-Profit organization.

NOTE 2 – DESIGNATED CURRENT ASSETS

The Organization's operating funds are listed as cash in the current assets and are encumbered funds for current 4H programming and backpack programming. The funds are designated, as follows:

Current 4H Programming Funds	\$ 32,704
Backpack Programming Funds	<u>27,697</u>
Total Cash	<u>\$ 60,401</u>

TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

NOTE 3 –FAIR VALUE INSTRUMENTS

The fair value measurements and levels within the fair value hierarchy of these measurements for the assets reported at fair value on a recurring basis at September 30, 2022 are as follows:

<u>Description</u>	<u>Fair Value</u>	<u>Significant Observable Inputs Level 1</u>
Mutual Funds	<u>\$47,502</u>	<u>\$47,502</u>

NOTE 4 – RESTRICTED AND UNRESTRICTED REVENUE

Donations or grants that are not specified by the donor on how or where the Organization is to use the given revenue is considered to be unrestricted. The contribution will appear on the statement of activities as unrestricted revenue and will appear on the statement of financial position as an asset and will increase unrestricted net assets. Being unrestricted, the Organization can then use the donation for whatever purpose it sees fit to achieve its stated mission.

Donations or grants earmarked for a specific purpose, such as a specific program operating within the Organization is considered to be temporarily restricted. In these cases, the donation is recorded as temporarily restricted revenues on the statement of activities and will appear as an asset on the statement of financial position. These donations are temporarily restricted because they have a specific purpose for which they must be used within an expected amount of time.

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

Board to approve Satisfaction of Mortgage and Security Agreement for Carol Sadler who received Demolition and New Construction Assistance through the SHIP program in March 2006.

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue:

Board to approve Satisfaction of Mortgage and Security Agreement for Carol Sadler who received Demolition and New Construction Assistance through the SHIP Program, March 2006 in the amount of \$60,900. Ms. Sadler has passed away and the home is being sold to a member of her family. The County has been reimbursed the balance remaining on the lien.

Recommended Action: Approve Satisfaction of Mortgage and Security Agreement.

Fiscal Impact:

The County has been reimbursed \$12,180 for the balance remaining on the lien.

Submitted By:

Jami Evans, Grant Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ms. Sadler received Demolition and New Construction Assistance through the SHIP program in the amount of \$60,900 in March 2006. Ms. Sadler has passed away and the home is being sold to a member of her family. The County has been reimbursed \$12,180 for the remaining balance of the lien. All terms of the agreements have been satisfied.

Attachments:

Satisfaction of Mortgage and Security Agreement.

**SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT UNDER TAYLOR COUNTY,
FLORIDA LOCAL HOUSING PARTNERSHIP DEMOLITION AND NEW CONSTRUCTION
PROGRAM**

KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Mortgage and Security Agreement under Taylor County, Florida Local Housing Partnership Demolition and New Construction Program executed by **CAROL SADLER, a single person**, bearing date the 10th day of March, 2006, recorded in Official Records Book 585, pages 67-76, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a debt of \$60,900.00, and certain promises and obligations set forth in said Mortgage and Security Agreement Under Taylor County, Florida Local Housing Partnership Demolition and New Construction Program, upon the property situate in said Taylor County, Florida, described as follows, to-wit:

SEE ATTACHED SCHEDULE "A"

hereby acknowledge full payment and satisfaction of said Mortgage and Security Agreement Under Taylor County, Florida Local Housing Partnership Demolition and New Construction Program, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this _____ day of _____, 202__.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
JAMIE ENGLISH, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:

GARY KNOWLES, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JAMIE ENGLISH, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 202__.

NOTARY PUBLIC
My Commission Expires:

SCHEDULE "A"

OR 367 PG 184

Begin at the Southeast Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 4 South, Range 7 East, thence run North 330 feet, thence run West 400 feet, thence run South 330 feet, thence run East 400 feet to the Point of Beginning. Said lands also being described as the East 400 feet of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 4 South, Range 7 East, and containing 3 acres more or less.

Less: That land conveyed by Carol E. Sadler to Thomas W. Sadler in OR Book 387 Page 842, being described as:

Begin at the Southeast Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 4 South, Range 7 East, thence run North 217.8 feet, thence run West 400 feet, thence run South 217.8 feet, thence run East 400 feet to the Point of Beginning. Said parcel Contains 2.0 acres more or less.

Together with a 25 foot easement described as follows: Commence at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 10, Township 4 South, Range 7 East and run West along the forty line, 400 feet, thence run North 217.8 feet for the Point of Beginning of the following described easement said easement being 25 feet right of the following described line; thence from said Point of Beginning, continue North 112.2 feet to the Audrey Johnson Road and the end of said easement

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Board to review and approve Conflict of Interest Waiver Request for Lessie Land to participate in the Community Development Block Grant (CDBG) Housing Rehabilitation Program.



MEETING DATE REQUESTED: January 3, 2022

Statement of Issue: Board to review and approve Conflict of Interest Waiver Request for Lessie Land to participate in the Community Development Block Grant (CDBG) Housing Rehabilitation Program.

Recommended Action: Approve Conflict of Interest Waiver Request.

Fiscal Impact: TBD/CDBG Grant funding

Budgeted Expense: Yes

Submitted By: Jami Evans, Grants Coordinator

Contact: Melody Cox or Jami Evans, Grants Department

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Community Development Block Grant (CDBG) requires that each applicant provide information pertaining to any real or perceived conflicts of interest regarding County employment status, family relationships with County elected officials, County employees or Citizen Advisory Task Force Members. When a relationship such as this exists, it is required to obtain a conflict-of-interest waiver from the Florida Department of Economic Opportunity (FDEO) and/or the United States Department of Housing and Urban Development (HUD) prior to obligating and expending any grant funds on a project where a conflict may exist.

Lessie Land is a current County employee in the Building Department. She has no direct review, approval, or funding authority pertaining to the CDBG Program.

Attachments:

**Conflict of Interest Waiver Request
County Attorney's Waiver Request Opinion
Guardian Community Resource Management, Inc. Memo
Conflict of Interest Statement – Lessie Land**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

CONFLICT OF INTEREST WAIVER REQUEST

January 3, 2023

Sharicka Green
Government Operations Consultant III
Florida Department of Economic Opportunity
Division of Community Planning, Development, and Services
107 E Madison St. MSC-400
Tallahassee, Florida 32399-6508

RE: Taylor County Community Development Block Grant Program (CDBG)
Contract Number 22DB-OP-03-72-01-H05– Conflict of Interest

Dear Ms. Green:

The Taylor County CDBG administrative staff has identified a potential conflict of interest pursuant to established United States Housing and Urban Development (HUD) and the Florida Department of Economic Opportunity (FDEO) regulations. The Taylor County Board of County Commissioners has appropriately reviewed this matter, and the County's in-house legal department has approved the submission of this request for a waiver. The County requests that FDEO grant the waiver as expeditiously as possible so that the impacted applicant can be assisted utilizing Taylor County's awarded CDBG funding without undue delay. The conflict(s) identified are described below:

Applicant Name	Address	Potential Conflict
Lessie Land	6749 S. Red Padgett Road, Perry, FL 32348	County Employee: Building Tech

The listed applicant is otherwise eligible for participation in the CDBG program. FDEO requires that the County submit specific documentation in support of this request for a waiver, namely:

- *A copy of the minutes documenting disclosure of the conflict, approval and of the waiver request.* The attached minutes from the (MM/DD/YYYY) Taylor County BOCC meeting that reflect the comments and actions taken by the Commission.

- *A copy of the legal opinion rendered by the Taylor County legal department. The enclosed correspondence from the County Attorney dated (MM/DD/YYYY) supports the County's waiver request.*
- *A request for waiver from the County's chief elected official to FDEO's CDBG Planning Manager. This letter shall serve as said request.*

If any additional information is required concerning this matter, please contact Jami Evans, CDBG Program Administrator at:

**Taylor County
Grants Department
401 Industrial Park Drive
Perry, FL 32348
Telephone: (850) 838-3553**

Sincerely,

**Jamie English
Chairman of the Board, Taylor County**

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) 884-6113
FAX (850) 884-2433

December 5, 2022

Hon. Jamie English
% County Offices
201 E. Green Street
Perry, Florida 32347

Re: Taylor County Florida Department of Economic Opportunity Community
Development Block Grant Program Contract #22DB-OP-03-72-01-H05-Conflict of Interest

Dear Chairperson English:

A request has been made for me to offer an opinion concerning a conflict of interest during the administration of the Florida Department of Economic Opportunity Community Development Block Grant Program. This conflict involves an applicant (potential beneficiary) who is an employee of Taylor County.

The employee is a building tech with the County.

24 CFR 85.36, 24 CFR 570.611 and 24 CFR 583.330(e) deal with conflicts of interest.

The question is whether the conflict may be waived and it requires a review of the above-mentioned code cites, i.e., 24 CFR 85.36, 24 CFR 570.611 and 24 CFR 583.330(e).

A response to the question of whether these conflicts may be waived requires review of both Florida and Federal laws. Under 24 CFR 85.36 and 24 CFR § 583.330, an exception may be granted by FDEO and/or HUD for a conflict if it would serve to further the purpose of the grant and the effective and efficient administration of the program. Factors to be considered in making this decision are listed in the aforesaid CFRs. Since this is a factual determination to be made by FDEO as to this conflict, no opinion is offered on whether FDEO will or should issue a waiver on any individual conflict situation. It, however, can be said with certainty that if the facts warrant it under 24 CFR 570.489(h), FDEO legally could issue a waiver, under the applicable Federal regulation. Public disclosure of the conflict must be made, as a condition of the waiver, and it is recommended that the disclosure be made at a public meeting, and that it specify the individual(s) involved, their relationships, the positions of those connected with the County, and the authority (if any) of the County official or employee over the administration of the CDBG grant.

The aforementioned applicable federal regulations state that "no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter."

As presented, the applicant/ potential beneficiary in question, has no authority to exercise nor had the authority to exercise any functions or responsibilities with respect to CDBG activities. Further, the applicant/ potential beneficiary in question is not in a position to participate in any decision-making process or gain inside information with regard to CDBG activities. As such, it is possible that this federally defined conflict may be waived for the prior described reasons.

This opinion is rendered for use in seeking a waiver of conflict of interest by the relative of an employee of the Taylor County who has a no familial connection with an elected official, and who has no decision-making authority over the administration of the CDBG program. This opinion is limited to those legal questions specifically listed herein, and does not make any factual determinations, nor should any such determinations be implied here from. This opinion is limited to what is actually set forth in writing and nothing should be, or is intended to be, implied here from other than that which is unequivocally set forth herein.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Guardian Community Resource Management, Inc.

SUBJECT: Taylor County Community Development Block Grant Housing Rehabilitation Program - Conflict Disclosure

DATE:

The Community Development Block Grant (CDBG) requires that each applicant provide information pertaining to any real or perceived conflicts of interest regarding County employment status, family relationships with County elected officials, County employees or Citizen Advisory Task Force Members. When a relationship such as this exists, it is required to obtain a conflict-of-interest waiver from the Florida Department of Economic Opportunity (FDEO) and/or the United States Department of Housing and Urban Development (HUD) prior to obligating and expending any grant funds on a project where a conflict may exist.

As required by 24 CFR 570.611, 24 CFR 85.36, 24 CFR 583.330(e), and Page 8 & 9-Section E (3) of the approved Taylor County Housing Assistance Plan, the name(s) of any person who is an employee, agent, consultant, officer, elected or appointed official of a recipient or subrecipient the following actions must take place:

- (1) Upon discovery, and prior to final application approval, the County Attorney should review the conflict, and render a written legal opinion regarding the validity of said conflict (sample attached).
- (2) Upon discovery, and prior to final application approval, any beneficiary with a potential or real conflict must have their name(s) disclosed at a regular meeting of the Taylor County Board of County Commissioners. Any and all such names must be included in the minutes of the applicable BOCC meeting(s).
- (3) Post legal opinion, and before an applicant with a potential or real conflict is given final approval for program participation, the FDEO must be petitioned (sample attached), in writing, to grant a conflict waiver for each applicant/beneficiary deemed to have a potential or real conflict.
- (4) Prior to the official award of any rehabilitation contract, where a conflict may exist, the County must receive written notification of FDEO's approval of the application, in accordance with 24 CFR Section 570.489(h). If this process is not

followed, the local government and/or the applicant may be liable for returning the funds to FDEO.

Please provide the County Attorney with a copy of the attached documents for review so that the waiver process may move forward for clearance.

The following applicant has currently been identified via the CDBG housing application and vetting process as having a potential and/or real conflict of interest and as such will require a conflict-of-interest waiver from DEO:

Applicant: Lessie Land, 6749 S. Red Padgett Road, Perry, FL

Potential Conflict: Board of County Commissioners Employee

Projected Outcome: Given that the County employee in question has no direct review, approval, or funding authority, it is anticipated that the conflict waiver request will be granted.

Recommended Action: Motion to apply for a conflict-of-interest waiver for the applicant listed above.

Regards,

Antonio Jenkins, Project Manager
Guardian Community Resource Management, Inc
15000 Citrus Country Drive, Suite 331
Dade City, Florida 33523
(352) 437-3902

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
CONFLICT OF INTEREST STATEMENT**

CHECK ALL THE FOLLOWING THAT APPLY:

☒ I hereby certify that I am a County employee: Department: Building Planning Position: Building Tech

☐ I hereby certify that I am not a County employee, nor am I related to, nor do I have a business relationship with any County employee(s).

☐ I am related to and/or have a business relationship with the following County employee(s):

Detail relationship (print name, department and position):

Name: _____ Department: _____ Position: _____

Name: _____ Department: _____ Position: _____

Name: _____ Department: _____ Position: _____

☐ I am related to and/or have a business relationship with one or more of the County Commissioner(s) listed below:
Print all names that apply and detail relationship:

1. _____
2. _____
3. _____

☒ I hereby certify that I am not related to, nor do I have a business relationship with any current elected County officials, especially members of the Board of the County Commissioners as identified in the above listing;

☐ I am related to the following member(s) of the Citizen's Advisory Task Force and/or Affordable Housing Action Committee: CATF/AHAC Member's list attached

Please list the name and position of CATF/AHAC Member:

Name: _____

Name: _____

Name: _____

☒ I certify that I am not related to, nor do I have a business relationship with any member of the Citizen's Advisory Task Force and/or Affordable Housing Action Committee

Leslie Land
Applicant Signature

Print Name

6749 S Red Padgett Rd.

Address Perry, FL 32348

Co-applicant Signature

Print Name

850 843 8027

Phone Number

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Election Security Grant Application



MEETING DATE REQUESTED: January 3, 2023

Statement of Issue: Request BCC Chair's Signature on Attachment B (Certificate of Outstanding Federal Funds)

Recommended Action: Signature requested to complete application

Fiscal Impact: -0-

Budgeted Expense: -0-

Submitted By: Dana Southerland

Contact: Dana Southerland

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Attachment B-Certificate of Outstanding Federal Funds

Certification of Outstanding Federal Grant Funds for Use of Funds for Subscription to Albert Network Monitoring, Voting Technology Upgrades or Enhancements or for Improving Voting Accessibility

We, Dana Southerland, Supervisor of Elections and _____ Chairperson of Board of County Commissioners, of Taylor County, Florida, do hereby certify that the county (check applicable statement):

 X Have no outstanding federal funds awarded including interest earned under previous years from the Florida Department of State under the Help America Vote Act since 2002. Accounts have been closed and balance and final expenditures reports have been submitted.

_____ Have outstanding federal funds awarded including interest earned under previous years under the Help America Vote Act since 2002 that cannot be used for voting technology upgrades or enhancements (e.g., voting equipment, high-speed ballot and envelope printers, ballot-on-demand printers, poll books, ballot-on-demand, electronic poll books, certified automated post-election voting system audit systems and recounts, and other peripherals.) or to improve voting accessibility (e.g., voting accessibility (e.g., accessible voting equipment, accessible vote-by-mail systems or services, polling place accessibility, and other accessible election technology, solutions, and assistive tools) within grant period.

_____ Have outstanding federal funds awarded including interest earned under previous years under the Help America Vote Act since 2002 for which funds can be used for one or more purposes herein and will be applied first and fully prior to use of funds under this Grant to purchase or reimburse for voting technology upgrades or enhancements (e.g., certified voting equipment, high-speed ballot and envelope printers, ballot-on-demand printers, poll books, ballot-on-demand, electronic poll books, approved automated post-election voting system audit systems, approved independent recount tabulation system, and other peripherals.) or to improve voting accessibility (e.g., voting accessibility (e.g., accessible voting equipment, accessible vote-by-mail systems or services, polling place accessibility, and other accessible election technology, solutions, and assistive tools) within grant period:

Grant/FY	Grant/FY	Grant/FY	Grant/FY
Amount to be applied:	Amount to be applied:	Amount to be applied:	Amount to be applied:

Supervisor of Elections

Chairman, Board of County Commissioners

Date: _____

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


Board to hold public hearing at 6:00 p.m. to discuss and receive public input on the County submitting two grant applications to the Fiscal Year 2029 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP).

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue:

Board to hold the first of two public hearings to discuss and receive public input for the possible grant submission of two projects for the 2029 funding cycle for the FDOT Transportation Alternatives Program. The proposed projects are a sidewalk to be constructed from the High School along Johnson Stripling and Ash Street to Jefferson Street to connect with the existing sidewalk on Ash Street and a sidewalk to be constructed along North Jefferson Street (U.S. 221) from Ash Street to approximately Graves Drive In.

Recommended Action:

Move forward with the submission of two grant applications for the proposed projects to the TAP.

Fiscal Impact:

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N

Not applicable at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that

the County must own all right of way or land required for the projects submitted prior to grant submission. The County is eligible to submit two applications and must indicate which project is the priority at the time of grant submission. The County submitted the same grant applications in February 2022 but they were not funded. At the November 28, 2022 Board meeting, the Board approved resubmitting both applications. The TAP program approved funding for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Solicitation Letter and maps with the proposed sidewalk routes



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

JARED W. PERDUE, P.E.
SECRETARY

DISTRICT TWO 2023 TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE FY2024 – FY2028 TENTATIVE WORK PROGRAM

October 24, 2022

District Two is pleased to notify you of the upcoming Transportation Alternatives (TA) Set-Aside application cycle for FY2024 – FY2028 Tentative Work Program.

General Information:

The Transportation Alternatives (TA) Set-Aside Program provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h).

All Counties in District 2 are eligible to apply. Notification of the TA Set-Aside Program is sent to the attention of each previously designated Transportation Alternatives Set-Aside Program contact and/or respective recipient. Each entity is required to prioritize project(s) and submit directly to the Department. The Department will only be reviewing the **top two (2) priorities** for each entity. If located within a Transportation Planning Organization (TPO) area, the applicant must submit project(s) to the proper TPO to collectively prioritize for submittal to the Department. All 2023 applications will be submitted into GAP, directions on how to submit using GAP are attached. Once an application package is received, it will be evaluated by the Department. If the project is selected, it will be added to the Department's Tentative 5-Year Work Program and the sponsoring agency will be notified. **If the project is not programmed, the sponsoring agency may resubmit during the next solicitation cycle if the project remains a priority.**

Eligible Projects:

1. Construction, planning and design of on and off-road facilities for bicyclists, pedestrians, and other forms of non-motorized transportation.
2. Construction, planning and design of infrastructure- related projects/systems to provide safe routes for non-drivers including children, older adults and individuals with disabilities.
3. Conversion and use of abandoned railroad corridors for non-motorized uses.

Improve Safety. Enhance Mobility. Inspire Innovation
www.fdot.gov

4. Construction of turnouts, overlooks, and viewing areas.
5. Inventory, control, or removal of outdoor advertising.
6. Historic Preservation and rehabilitation of historic transportation facilities.
7. Vegetation management practices in transportation rights of way.
8. Archaeological activities relating to impacts from transportation projects.
9. Environmental mitigation activities.
10. The Safe Routes to School Program – A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.
11. Maintenance of current trail facilities to include but not limited to resurfacing and ADA enhancements.

Evaluation Criteria:

The Department must consider, but is not limited to, the following criteria for evaluation of projects for the TA Set-Aside Program:

1. Is the project within a TPO area? If yes, is the application submitted through the TPO with a priority ranking?
2. Is the project outside a TPO area? If yes, is the application submitted and prioritized through the Board of County Commissioners?
3. Has the project been submitted previously for TA and not selected for funding?
4. Have previous work phases or work in progress been identified where applicable?
5. Has the project been submitted to additional programs for funding for the same scope of work?
6. Has in kind-match, such as right-of-way donations and private funds, been identified?
7. Has right-of-way ownership been identified and verified that it is in public use?
8. What is the return on transportation investment?

Note the Following Submittal Items:

1. A completed application with priority number.
2. The "Certification of Project Sponsor" on the last page of the application must be filled out and signed for the project to be programmed.
3. A scaled Aerial Location Map depicting the project limits and any project-related drawings or pictures (if available).
4. Project details, including typical sections and other engineering information.

5. Right-of-way details, including ownership information, the amount required to complete the project and a right-of-way map, if available.
6. Completed cost estimate using the provided format (**one Excel file-attached**) prepared by a Professional Engineer using DOT pay items.
7. If available, public support letters, private support letters & public meeting documentation.

Further Considerations:

1. Projects off the State Highway System must be performed by the Sponsoring Agency via a Local Program (LAP) agreement.
2. If you have a partially funded project in the 5-year Work Program, please reach out to the Department so we can discuss what is needed to move forward with the project.
3. If **ALL** the right-of-way necessary to construct the project is **not** currently in public ownership, please do not apply until you speak with the Department.

NOTE:

Also, attached is the updated **pdf application**, updated **TA Guidance**, and directions on how to submit into **GAP**. These forms are also available in the GAP system. District Two will begin utilizing the GAP program this cycle. If you do not have access please contact the Department as soon as possible to get set up in the system.

The program cycle will open up on **Tuesday, November 1, 2022**. Applications are due to the Department **no later than Thursday, February 16, 2023 at 3:00 pm**. We will **NOT** accept any e-mailed or hard copies of application packages. We will not be allowed to accept any applications packages after the deadline date. Please submit all materials in the **GAP** system before the due date.

If you have any questions or comments or need further clarification, you may reach Amy Roberson at (386) 961- 7793, or e-mail: amy.roberson@dot.state.fl.us.

Thank you for your participation in this program.

Attachments

2023 Transportation Alternatives Application.pdf

Transportation Alternatives Program Guidance

Copy of TAP Request For Funding Engineers Cost Estimate.xlsx

Creating and Submitting an Application in GAP.pdf

Taylor County GIS Mapping - Transportation Alternatives Program



Legend

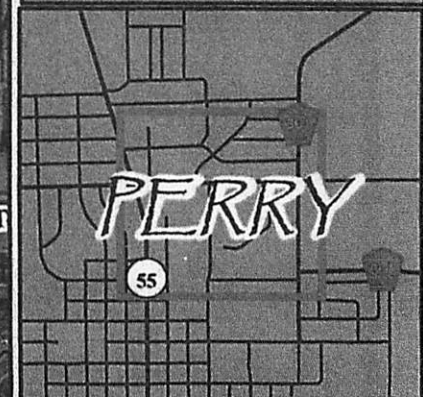
- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road
- Parcel Boundaries
- Communities

2019 Image



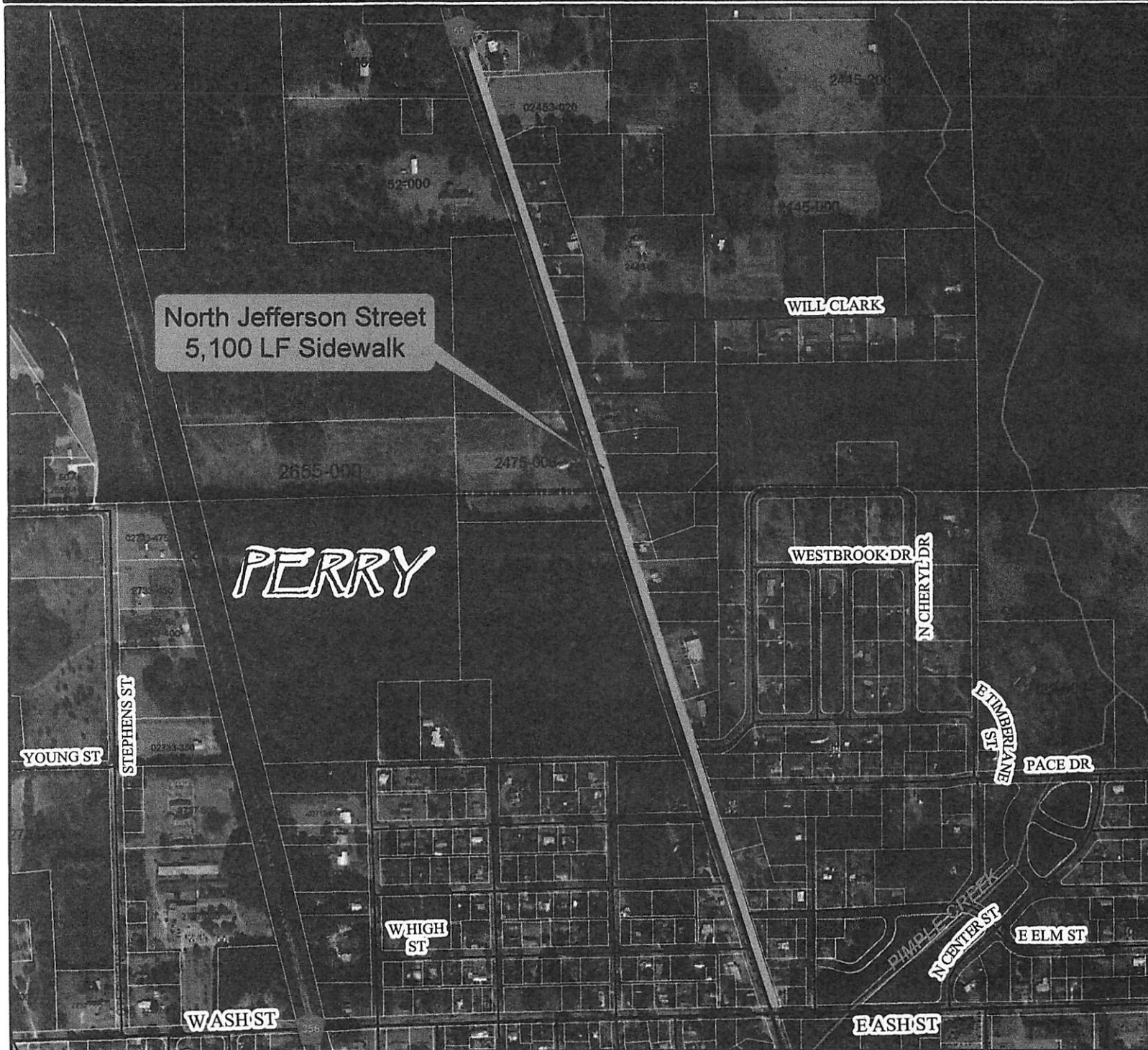
1 inch = 350 feet

Printed on: Date: Monday, January 10, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor County Board of County Commissioners does not assume any responsibility for errors or omissions.

Taylor County GIS Mapping - Transportation Alternatives Program



Legend

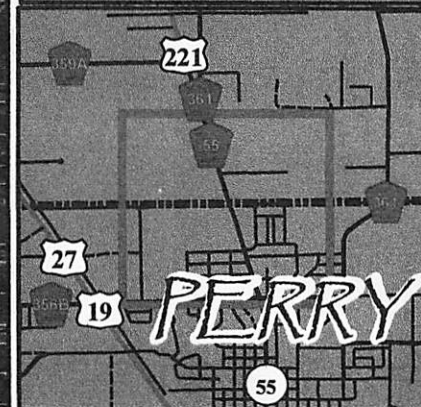
- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road
- Parcel Boundaries
- Communities

2019 Image



1 inch = 700 feet

Printed on: Date: Wednesday, January 19, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor County Board of County Commissioners assumes no responsibility for errors or omissions.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Waste Pro



MEETING DATE REQUESTED:

January 4, 2023

Statement of Issue: **CPI for 2023**

Recommended Action: **Approve**

Fiscal Impact: **8.89%**

Budgeted Expense: **Contractual**

Submitted By: **Waste Pro**

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Taylor County
Annual Price Adjustment Analysis

Jan 2023- Dec 2023		CPI Index	CPI Index		Percent	CPI	CPI %
		<u>Aug-21</u>	<u>Aug-22</u>	<u>Change</u>	<u>Increase</u>	<u>Component</u>	<u>Adjustement</u>
CPI Calculation		263.728	287.168	23.44	8.89%	100%	8.89%



December 18, 2022

Lawanda Pemberton

County Administrator

201 E. Green St.

Perry, FL 32347

RE: Commercial Refuse Collection Services "Modification of Rates"

Dear Lawanda,

Pursuant to the contract Page 5 para. 6 "Rate Increase" for Commercial Refuse Collection Services. Waste Pro is submitting our request for the annual CPI adjustment. This year's CPI increase based on the last trailing 12 months of the (CPI-WST) is 8.89%. Please see attached worksheet.

Waste Pro has enjoyed a wonderful relationship with Taylor County and wishes to continue serving the community for years to come. As always, should there be anything we can do for you and the County. Always feel free to reach out to me. lchildree@wasteprousa.com (850) 544-2226.

Thank you and we really appreciate the County's business.

Sincerely,
Loyd Childree
Dir. of Governmental Affairs
Waste Pro Coastal Region

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Agreement For Professional Airport General Consulting Services between the Board of County Commissioners and AVCON, Inc.

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue: The County received Statement of Qualifications (SOQ) for Professional Airport General Consulting Services at the November 1, 2022 meeting and at the November 28, 2022 meeting the Board approved the recommendation of the SOQ Review Committee to award the contract to AVCON, Inc. The contract is for a period of three (3) years with the option to renew for two (2) one (1) year terms.

Recommended Action: Approve Agreement For Professional Airport General Consulting Services.

Fiscal Impact: All of AVCON, Inc. services are 100% paid with grant funds. FAA does require the County to have a Professional Airport Consulting Firm under contract to be eligible for FAA (federal) funding.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to receive SOQ's at a minimum of every five (5) years for Airport Consulting Services by FAA. AVCON's current contract expired December 12, 2022. The new contract will expire January 3, 2026 with the option to renew two (2) one (1) year periods. Staff worked closely with AVCON to ensure the new contract met County and federal contract procurement standards and requirements.

ATTACHMENTS: Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.

**AGREEMENT FOR
PROFESSIONAL AIRPORT GENERAL CONSULTING
SERVICES**

between the

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
and
AVCON, INC.**

THIS AGREEMENT for professional airport general consulting services (the "Agreement"), is made and entered into as of the 3rd day of January, 2023, by and between the **Taylor County Board of County Commissioners**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at 201 East Green Street, Perry, Florida 32347 (hereinafter referred to as "COUNTY"), and **AVCON, INC.**, a Florida corporation with a business address at 5555 East Michigan Street, Suite 200 Orlando, Florida 32822 (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of the CONSULTANT to provide professional engineering, planning, design, permitting, and construction management services for the Perry-Foley Airport (FPY); and

WHEREAS, the CONSULTANT has stated that it is qualified, willing and able to perform the professional engineering, planning, design, permitting, and construction management services required on the terms and conditions hereinafter set forth; and

WHEREAS, the COUNTY has given public notice of the professional engineering, planning, design, permitting, and construction management services to be considered pursuant to this Agreement, and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14E, 49 CFR Part 18 and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes.

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

ARTICLE 1: BASIC SERVICES

- 1.1 The Basic Services of the CONSULTANT required under this Agreement by the COUNTY shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 1 attached hereto.

- 1.2 The CONSULTANT shall provide for the COUNTY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. Compensation shall be limited to the amount as mutually agreed upon by the CONSULTANT and COUNTY and shall be subject to approval by the Federal Aviation Administration for federally funded work and the Florida Department of Transportation for state-funded work, as applicable. The CONSULTANT's Services will be paid for by the COUNTY for Services under each authorized Task Order as indicated in Article 7 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 3 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order. The CONSULTANT is solely responsible to the COUNTY for correcting errors resulting from the CONSULTANT'S faulty or inaccurate performance.

ARTICLE 2: ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the COUNTY, the CONSULTANT shall furnish Additional Services pursuant to this Agreement, which are considered by the COUNTY to be beyond the scope of an authorized Task Order. Additional services shall be documented by an additional Task Order and paid for by the COUNTY as indicated in Article 7 hereof.

ARTICLE 3: OBLIGATIONS OF THE COUNTY

- 3.1 The COUNTY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 3.2 The COUNTY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 3.3 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.
- 3.4 The COUNTY and the COUNTY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work.
- 3.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the COUNTY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.

- 3.6 The COUNTY shall examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents and shall render in writing decisions required by the COUNTY in a timely manner.

ARTICLE 4: OBLIGATIONS OF THE CONSULTANT

- 4.1 Standard of Practice: The standard of care applicable to CONSULTANT's Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 4.2 Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the execution and costs of the authorized Services under this Agreement. These conditions and the execution/cost effects shall not be the responsibility of the CONSULTANT.

The CONSULTANT will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the CONSULTANT or its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The COUNTY recognizes, however, that such research may not identify all underground improvements and that the information upon which the CONSULTANT reasonably relies may contain errors or may be incomplete. Therefore, the COUNTY agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the CONSULTANT and anyone for whom the CONSULTANT may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by the CONSULTANT that are based on properly filed and available records of said underground improvements.

- 4.3 CONSULTANT's Personnel at Construction Site: The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If and as requested by the COUNTY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the COUNTY activities observed during construction. The CONSULTANT shall report to the COUNTY in a timely manner any observed health, safety, and other deficiencies in the work

performed by the construction contractor(s) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- 4.4 Construction Progress Payments: Recommendations by the CONSULTANT to the COUNTY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations shall not represent that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the monies paid; that title to any of the work, materials, or equipment has passed to the COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the COUNTY and the construction contractor(s) that affect the amount that should be paid.
- 4.5 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be limited to the sealed and signed hard copies.
- 4.6 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage testing to determine the extent of the issue, manage the necessary studies to recommend necessary remedial measures, and manage remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The COUNTY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.
- 4.7 DBE/MBE/WBE/Veteran Owned Business Participation: The CONSULTANT will follow all federal, state, and local guidelines regarding Disadvantaged Business Enterprise, Minority Business Enterprise, Woman Business Enterprise, and Veteran Owned Business programs and encourage participation by these companies as much as possible.
- 4.8 Procurement Guidelines: The Consultant shall abide by all federal, state, and local procurement guidelines including 2 CFR 200 standards.

ARTICLE 5: PERIOD OF SERVICE

- 5.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders. The CONSULTANT shall perform authorized Services under this Agreement with due and reasonable diligence consistent with sound professional practices.
- 5.2 This Agreement shall remain in effect three (3) years from the date signed, unless sooner terminated as provided in Article 9 herein or extended by mutual agreement in writing. This Agreement may be renewed for an additional one-year period, two consecutive times.
- 5.3 The CONSULTANT shall give prompt written notice to the COUNTY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

ARTICLE 6: REIMBURSABLE EXPENSES DEFINED

- 6.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT's independent professional associates or consultants, directly and indirectly in connection with the Services, such as expenses for transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, facsimiles and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Services-related items.
- 6.2 The CONSULTANT shall be compensated by the COUNTY for Reimbursable Expenses when and as identified in an authorized Task Order. The COUNTY's responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 7: PAYMENTS TO CONSULTANT

- 7.1 The COUNTY shall pay the CONSULTANT for Basic and Additional Services and Reimbursable Expenses on the basis set forth in Exhibit 2 attached herein and in each separately authorized Task Order.
- 7.2 The CONSULTANT shall submit monthly invoices to the COUNTY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Payment shall be made to the CONSULTANT within thirty (30) days following the COUNTY'S receipt of invoice.
- 7.3 Not Used.
- 7.4 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the COUNTY shall pay the undisputed portion. The COUNTY shall exercise reasonableness in disputing any bill or portion thereof.

- 7.5 If the COUNTY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 7 days' written notice to the COUNTY, suspend Services under this Agreement until paid in full.

ARTICLE 8: AUTHORIZED REPRESENTATIVE

- 8.1 The COUNTY's Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the COUNTY's Authorized Representative. The COUNTY's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's Services.
- 8.2 The CONSULTANT's Authorized Representative and business address for Services under this Agreement is designated as follows:

Mr. Virgil C. "Lee" Lewis, P.E.
Vice President
AVCON, INC.
320 Bayshore Drive
Suite A
Niceville, Florida 32578
Telephone: 850-678-0050; Fax: 850-678-0040

The CONSULTANT's Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT's Authorized Representative.

- 8.3 The CONSULTANT's Authorized Representative shall not be changed without the prior written notice to and agreement of the COUNTY.

ARTICLE 9: TERMINATION

- 9.1 This Agreement may be terminated by either party at any time with or without cause upon giving fourteen (14) calendar days prior written notice. If this Agreement is so terminated, the COUNTY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to date of termination.
- 9.2 The COUNTY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the COUNTY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

ARTICLE 10: CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of a Multiple or Direct Labor Costs, Not-To-Exceed (NTE) fee, or

Direct Personnel Expense shall be kept on the basis of generally accepted accounting principals and shall be available to the COUNTY or the COUNTY's representative at mutually convenient times.

ARTICLE 11: USE OF ELECTRONIC DELIVERABLES

- 11.1 When transferring electronic deliverables, the CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of Services provided under this Agreement.
- 11.2 Hard copies issued to the COUNTY by the CONSULTANT and the information contained within the hard copies shall constitute the formal deliverables under this Agreement. Computer-generated electronic drawing files furnished by the CONSULTANT are for the COUNTY's convenience and any conclusions or information derived or obtained from these files will be at user's sole risk.

ARTICLE 12: INDEMNIFICATION

- 12.1 The CONSULTANT shall defend, indemnify, and hold the COUNTY and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts, errors, or omissions of the CONSULTANT, its agents or employees, arising from or relating to this Agreement.
- 12.2 The COUNTY shall defend, indemnify, and hold the CONSULTANT and its respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts or omissions of the COUNTY, its agents or employees, arising from or relating to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law, Section 768.28 Florida Statutes.
- 12.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the COUNTY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law, Section 768.28 Florida Statutes.

ARTICLE 13: INSURANCE

- 13.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:
- 13.1.1 Worker's Compensation and Employer's Liability: Statutory
- 13.1.2 Comprehensive General Liability:
Bodily Injury and Property Damage Combined \$1,000,000/\$1,000,000

13.1.3 Automobile Liability
Bodily Injury and Property Damage Combined \$1,000,000/\$1,000,000

13.1.4 Professional Liability Insurance
(including error and omissions) \$1,000,000/\$1,000,000

- 13.2 The duration of the CONSULTANT's insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. Certificate(s) of insurance shall name the COUNTY as an additional insured under the CONSULTANT's comprehensive general liability and automobile liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage.

ARTICLE 14: CONTROLLING LAW/DISPUTE COSTS

- 14.1 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- 14.2 If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum.
- 14.3 In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.
- 14.4 Venue of any litigation shall be exclusively in the State of Florida and Court in and for Taylor County, Florida.

ARTICLE 15: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits for, the conduct of its business and the performance of Services pursuant hereto.

ARTICLE 16: SUCCESSORS AND ASSIGNS

- 16.1 This Agreement shall be binding upon the COUNTY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.

- 16.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent professional associates or subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

ARTICLE 17: SUBCONSULTANTS

- 17.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT design team:

- Causseaux, Hewett, & Walpole, Inc. (CHW)
- Cal-Tech Testing, Inc. (Cal-Tech)
- Donofro Architects, Inc. (Donofro)

- 17.2 The CONSULTANT shall have the right, with the COUNTY'S prior written consent, which shall not be unreasonably withheld, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT'S performance of the Basic Services and any Additional Services hereunder.
- 17.3 The CONSULTANT agrees, at the COUNTY's written request (which may be made by the COUNTY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the COUNTY in writing.

ARTICLE 18: PRIVILEGED INFORMATION

The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

ARTICLE 19: NONDISCRIMINATION

The CONSULTANT agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the CONSULTANT agrees to comply with the provisions of Title

7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

ARTICLE 20: CONTINGENCY FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the practice of the profession.

ARTICLE 22: ESTIMATES OF PROBABLE COSTS

If and as requested in an authorized Task Order, the CONSULTANT shall provide opinions of cost, financial analyses, economic feasibility projections, and schedules for Services to the best of its ability based on historical observations of the cost or price of labor and materials in comparable projects. The CONSULTANT makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

ARTICLE 23: FORCE MAJEURE:

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT. In any such event, the CONSULTANT's contract price and schedule shall be equitably adjusted.

ARTICLE 24: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the COUNTY's contractors, subcontractors, vendors or their employees and agents.

ARTICLE 25: SHOP DRAWING REVIEW

- 25.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 25.2 The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. The CONSULTANT shall not

be required to review partial submission or those for which submissions of correlated items have not been received, until such time that full submission or correlated items are received.

ARTICLE 26: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 27: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the COUNTY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the COUNTY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

ARTICLE 28: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 29: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to COUNTY:

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Attention: Ms. LaWanda Pemberton

If to CONSULTANT:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
Attention: Mr. John Collins, P.E.

ARTICLE 30: HEADINGS

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

ARTICLE 31: ENTIRE AGREEMENT

This Agreement (consisting of pages 1 through 12, inclusive) together with **Exhibit 1: Task Order, Exhibit 2: Compensation and Payment**, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

Accepted by:

COUNTY

**TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____

Printed Name: Jamie English

Title: Chairperson

Accepted by:

CONSULTANT

AVCON, INC.

By: _____

Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Vice President

ATTEST:

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: John Collins, P.E.

Title: Senior Project Manager

EXHIBIT 1: TASK ORDER (SAMPLE)

**Airport General Consulting Services
Perry-Foley Airport**

Task Order No. _____

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Airport General Consulting Services, dated October 17th, 2012, all of which terms and conditions are incorporated herein by reference.

1. Task Location: Perry-Foley Airport
Perry, Florida

2. Task Name:

3. Task Description/Scope of Services:

4. Compensation:

5. Schedule:

6. Deliverables:

7. Other Considerations:

Accepted by:

**Taylor County Board of
County Commissioners**

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted by:

AVCON, Inc.

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

EXHIBIT 2: COMPENSATION AND METHOD OF PAYMENT

Professional Engineering, Planning, Design, and Construction Management Services Perry-Foley Airport

Services to be performed by: AVCON, INC. (CONSULTANT)
Client: Taylor County Board of County
Commissioners (COUNTY)

A. COMPENSATION

The COUNTY agrees to pay the CONSULTANT as compensation for all Services described with each separately authorized Task Order pursuant to this Agreement which such amount shall be payable to the CONSULTANT as provided below.

B. METHOD OF PAYMENT

The method of payment for all Services rendered under this Agreement shall be in accordance with the method of payment authorized under each separately authorized Task Order.

Lump Sum Amount: Method of compensation for Basic Services and/or Additional Services rendered by the CONSULTANT for which a lump sum amount has been derived for such services. The COUNTY shall pay the CONSULTANT monthly for such services.

Hourly Rate Basis: The parties may agree that the CONSULTANT shall provide Basic Services and/or Additional Services on an hourly rate basis based on the hourly rates negotiated for this task order. The COUNTY shall pay the CONSULTANT monthly for such services.

If the COUNTY and the CONSULTANT are unable to mutually agree to terms and compensation for services requested by the COUNTY, then the COUNTY reserves the right to enter into a separate contract with other professional service firm or firms to perform the services requested by the COUNTY.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

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

December 27, 2022

VIA E-MAIL AND REGULAR MAIL

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

Hon. Gary Knowles
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Re: Agreement for Professional Airport General Consulting Services
Between the Taylor County Board of County Commissioners and
Avcon, Inc.

Dear LaWanda and Gary:

Please be advised that pursuant to your request I have reviewed the above
proposed Agreement between the county and Avcon, Inc.

The Agreement looks okay to me but I just want to bring attention to the
following provisions of the Agreement:

1. Paragraph 4.6 Asbestos or Hazardous Substances. The last sentence of this
paragraph reads, "The County recognizes that the Consultant assumes no
risk and/or liability for a waste or hazardous waste site originated by other
than the Consultant."

2. Paragraph 6.2 provides that the county will compensate the Consultant for only reimbursable expenses identified and agrees to in an authorized Task Order.
3. Paragraph 7.2 Consultant shall submit monthly invoices to the County for service rendered and reimbursable expenses and the County pay same within thirty (30) days following the county's receipt of same.
4. Paragraph 9.1. Each party may terminate this Agreement upon giving fourteen (14) calendar days. Notice in writing, within thirty (30) days of the termination date the County will pay the Consultant for services satisfactorily completed by the Consultant.
5. Paragraphs 12.2 and 12.3 Both paragraphs need to add at the end (Section 768.28 Florida Statutes.
6. Paragraph 14.4 should read, "Venue of any litigation shall be exclusively in the State of Florida and Court in and for Taylor County, Florida.

If you have a question, please let me know.

Thank you and I hope you are doing fine.


Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	BOARD TO CONSIDER APPROVAL OF PURCHASING WETLAND MITIGATION CREDITS FOR THE 1ST AVE SE WIDENING/RESURFACING PROJECT FROM THE FLORIDA GULF COAST MITIGATION BANK.
MEETING DATE REQUESTED:	January 3, 2023

Statement of Issue: The Florida Department of Environmental Protection Office is requiring mitigation of wetland impacts associated with the 1st Ave SE Widening/Resurfacing project. Credits will be purchased from the Florida Gulf Coast Mitigation Bank due to the project’s location and environmental impacts.

Recommended Action: The Board of County Commissioners should approve the FGCMB Credit Purchase Agreement in the amount of \$148,000 for 0.20 Freshwater State/Federal mitigation credits and 0.26 credits of Saltwater State/Federal mitigation credits.

Fiscal Impact: FISCAL YR 2022/23 - \$148,000.00 SCOP Funding

Budgeted Expense: NO (FY 22/23)

Submitted By: COUNTY ENGINEER

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

In 2020, the Board of County Commissioners entered into a reimbursement agreement with the Florida Department of Transportation to provide the Board \$2,607,508 through the County Incentive Grant and Small County Outreach Programs to be used for the reconstruction and resurfacing of 1st Avenue South from 15th Street East to Riverside Drive, approximately 1.19 miles. That funding is provided to support the proposed design services, the eventual construction effort and the associated Construction Engineering Inspection.

Under their not to exceed proposal, CHW accepted the task to evaluate the current condition of the roadway and to undertake all aspects required to prepare the construction plans and associated specifications that will govern improvements to provide a structurally suitable roadway that is also compliant with current design and safety requirements. The objective of the project is to resurface and widen the approximate 1.2-mile stretch of road from its current 19 ~ 20 ft varying width to a full 24 ft wide travel way. Improvements will also be made to a large box culvert and other stormwater management components, shoulders and sidewalks, signage, pavement markings and roadside protection devices. After bringing the design to a near completion development, CHW has been heavily involved with the Florida Department of Environmental Protection and Suwannee River Water Management District staff discussing the project’s permitting obligations. Those

discussions have reached an unfortunate conclusion of the necessity to acquire Wetland Mitigation Credits for associated dredge/fill activities.

The attached Mitigation Credit Purchase Agreement outlines the context of the required purchase. Specifically attributable to the characteristics of the environmentally sensitive areas impacted, FDEP 404 Permit No. 62-0413895-001 requires the purchase of 0.20 Freshwater State/Federal mitigation credits and 0.26 credits of Saltwater State/Federal mitigation credits. Absent this purchase, the project's permit status will remain unauthorized.

Therefore, Staff recommends that the Board approve the FGCMB Credit Purchase Agreement in the amount of \$148,000 for 0.20 Freshwater (\$200,000/credit) and 0.26 credits of Saltwater (\$400,000/credit) State/Federal mitigation credits. Staff has kept FDOT apprised of the permitting difficulties and current monetary impacts in the event this issue prompts an underfunded project situation once bids are solicited and received.

Options:

- 1) Approve the FGCMB Credit Purchase Agreement in the amount of \$148,000 for 0.20 Freshwater State/Federal mitigation credits and 0.26 credits of Saltwater State/Federal mitigation credits.
- 2) Reject the FGCMB Credit Purchase Agreement, stating reasons for denial.

Attachments:

FGCMB Credit Purchase Agreement

MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (hereinafter "**Agreement**") is made this ____ day of _____, 202__, by and between **FGCMB Credits, LLC**, ("**Seller**"), whose mailing address is 1170 Peachtree Road NE, Suite 1150, Atlanta, GA 30309, and **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS** ("**Buyer**"), whose mailing address is 201 East Green Street, Perry, FL 32347 (the "**Parties**").

WITNESSETH:

WHEREAS, Seller owns the Florida Gulf Coast Mitigation Bank in Levy County, Florida (the "**Mitigation Property**"), which has freshwater and saltwater mitigation credits available for transfer and sale, under Florida Department of Environmental Protection ("**FDEP**") Permit No. 0331638-001 and U.S. Army Corps of Engineers ("**USACE**") Permit No. SAJ-2009-00466-TMF;

WHEREAS, Buyer proposes to purchase mitigation credits for the **1ST AVENUE SE** project, for which it has submitted for a Suwannee River Water Management District (hereinafter "**SRWMD**") Permit Number: ERP-123-241556-1 and Florida Department of Environmental Protection 404 Permit No. 62-0413895-001;

WHEREAS, as part of the environmental permitting for the Project, Buyer anticipates that the permit from SRWMD and FDEP will require the purchase of Freshwater and Saltwater Mitigation Credits as compensatory mitigation;

WHEREAS, the Project is within the freshwater and saltwater service area for which credits from the Mitigation Property are available;

WHEREAS, Buyer desires to buy from Seller **0.20 Freshwater Depression Marsh and 0.26 Saltwater UMAM State and Federal Mitigation Credits** required for the Project; and

WHEREAS, the number of credits to be purchased by Buyer for the Project has been determined by Buyer after consultation with its advisors to be 0.20 Freshwater and 0.26 Saltwater (the "**Credits**").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. Purchase Price. The purchase price (the "**Purchase Price**") for the Freshwater Credits is \$220,000.00/Credit; and the purchase price for the Saltwater Credits is \$400,000.00/Credit. The purchase price for 0.20 Freshwater and 0.26 Saltwater Credits is \$148,000.00 and is payable in immediately available funds. All payments shall be paid to the account of **FGCMB Credits, LLC**, 1170 Peachtree Road NE, Suite 1150, Atlanta, GA 30309. If credits determined by agency permit

to be less than the anticipated number, seller to reduce total purchase based on the credit price. If credits determined by agency permit to be more than the anticipate number, seller agrees to provide up to 100% additional credit purchase at same per credit price.

2. **Deposit.** Buyer agrees to pay a 10% deposit, in the amount of \$14,800.00 (the “**Deposit**”), to Seller on the same day Buyer signs and delivers this Agreement to Seller. The Deposit is not refundable to Buyer except if Buyer terminates this Agreement under Section 8 because of a breach by Seller. The Deposit will be credited against the Purchase Price paid by Buyer for the Credits.

3. **Buyer’s Contingency.** If Buyer does not obtain the permits for the Project by January 25, 2024, Buyer may terminate this Agreement by written notice to Seller on or before that date, in which case Seller is entitled to retain the Deposit as liquidated damages and Seller and Buyer agree that neither Party will have any further rights or obligations under this Agreement.

4. **Seller’s Agreements.** Seller agrees to comply with all conditions and continuing requirements set forth in Seller’s permits from the SRWMD and FDEP for the Mitigation Property. Responsibility for compliance with Seller’s permits as to mitigation on the Mitigation Property is solely Seller’s responsibility.

5. **Payment of Purchase Price and Request to Transfer Credits.** If Buyer does not terminate this Agreement under Section 3, Buyer agrees to pay the balance of the Purchase Price to Seller, less a credit for the Deposit, on or before the deadline in Section 3. Seller agrees, within 10 business days after it receives the full Purchase Price and all information from Buyer needed to request the transfer of the Credits, to deliver to Buyer a signed Minor Permit Modification request for the transfer of the Credits to Buyer in accordance with paragraph 19 of FDEP Permit No. 0331638-001, along with any other documentation FDEP or USACE requires to transfer the Credits to Buyer for the Project. Buyer acknowledges that the transfer of Credits by FDEP generally takes 30 to 60 days after FDEP receives the request. Buyer agrees that once it pays the full Purchase Price to Seller, the Purchase Price is nonrefundable unless Buyer terminates this Agreement under Section 8 because of a breach by Seller of its obligations under this Agreement.

6. **Debit of Credits and Transfer.** Seller agrees, within 10 business days after it receives notice from SRWMD and FDEP that they have debited the Credits to Seller and credited them to Buyer, as evidenced by SRWMD and FDEP’s approval of the requested Minor Permit Modification, Seller agrees to sign and deliver a bill of sale to Buyer to document the transfer of the Credits to Buyer, together with any additional documents Buyer reasonably request to effector or confirm the transfer.

Subsequent Transfer of Credits. Buyer agrees not to transfer any of the Credits, including any excess credits that Buyer does not need for the Project named in this Agreement, to any other person, or use or allow any of the Credits to be used for any project other than the Project named in this Agreement, without Seller’s written consent. Buyer’s request for any such consent must include a copy of the signed letter of intent, purchase agreement, or other evidence of the proposed transaction, as well as the identity of the proposed purchaser, the project for which the

credits are proposed to be used, the number and type of credits Buyer proposes to transfer, the purchase price per credit to the proposed purchaser, and any other relevant or material information. Buyer agrees that if it requests Seller's consent to transfer any or all of the Credits, Seller may, instead of consenting or refusing to consent to the proposed transfer, elect to repurchase from Buyer the Credits described in Buyer's request for consent at a price per credit equal to the lesser of (a) the price per credit offered to the proposed purchaser or (b) the Purchase Price per Credit Buyer paid for those Credits under this Agreement. This Section 7 will survive the sale and transfer of the Credits to Buyer. If additional credits are not utilized for this project, Seller will allow Buyer to use the credits for another project as long as it is with the same entity. Credits are not to be assigned to a 3rd party.

7. Breach of Seller. If, for any reason, the Credits have not been conveyed to Buyer due to breach by Seller of this Agreement, Buyer may give Seller written notice of the breach, and Seller will have 20 days to remedy the breach. If Seller does not remedy the breach within 20 days after Buyer's default notice, Buyer may, as its exclusive right or remedy with respect to a breach by Seller, terminate this Agreement by written notice, in which case Seller agrees to refund the Deposit or, if Buyer has paid the full Purchase Price, the Purchase Price, to Buyer.

8. Successors and Assigns. Neither Party may assign its rights or obligations under this Agreement, but this Agreement shall inure to the benefit of and be binding upon the legal successors of the Parties to this Agreement.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

10. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller shall be sent to: Jacqueline Mancher
Turnstone Group LLC
Suite 1150
1170 Peachtree Street, NE
Atlanta, GA 30309
jmancher@turnstonegroup.com

Steven C. Cox
Fabyanske, Westra, Hart & Thomson, PA
Suite 2600
333 South Seventh Street
Minneapolis, MN 55402
scox@fwhtlaw.com

Todd Terwilliger
James Bikoff
The Ardent Companies
3565 Piedmont Rd NE
Building 1, Suite 200
Atlanta, GA 30305
Tterwilliger@theardentcompanies.com
Jbikoff@theardentcompanies.com

With a copy to:

The Mitigation Banking Group, Inc.
Attn: Victoria K. Colangelo
P.O. Box 195813
Winter Springs, Florida 32708
Victoria@mitigationbankinginc.com

Notices to Buyer shall be sent to:

Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid, or when received by email. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

11. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not specifically made in this Agreement. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer and an executed copy of the Agreement has been delivered to the Buyer and Seller.

12. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and

effect with respect to any other then existing or subsequent breach thereof.

13. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.

14. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

15. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

16. Effective Date. This Agreement is effective on the date on which the last of the parties signs and delivers this Agreement. If more than 30 days have transpired between the first and last signature, this agreement is null and void.

17. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both Parties, shall control over the printed provisions in conflict therewith.

18. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

19. Time is of the Essence. Time is of the essence under the terms of this Agreement.

20. Attorney Fees. In any lawsuit or other proceeding to enforce or interpret this Agreement, the Parties agree that the Party that does not prevail will pay the prevailing Party's costs of the proceeding, including the prevailing Party's reasonable attorney fees.

Signature Page Follows

Signature Page to Mitigation Credit Purchase Agreement

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

SELLER:

FGCMB Credits, LLC

By: _____

Name: _____

Title: _____

Signed on _____, 202__

BUYER:


Taylor County Board of County Commissioners

By: _____

Name: _____

Title: _____

Signed on _____, 202__

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	COMMISSIONERS TO CONSIDER APPROVAL OF THE FDOT CONSTRUCTION PHASE AGREEMENT OF A LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH RD (CR 361) FROM PERRY TO STEINHATCHEE
MEETING DATE REQUESTED:	January 3, 2023

Statement of Issue: The Beach Road (CR 361) from Steinhatchee to its intersection with US HWY 19/98 at the north end has experienced several traffic related incidents. The proposed project is an effort to address those safety concerns.

Recommended Action: The Board should approve the Local Agency Program Agreement for the construction of signage/pavement markings phase of the Beach Road Safety Improvement Project.

Fiscal Impact: FISCAL YR 2022/23 - FDOT EXPENSE: \$750,473.00

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On March 1, 2019 and in coordination with Element Engineering, Staff submitted an application under the Highway Safety Improvement Program to address issues contributing to various historical crashes along the Beach Road roadway. These crashes ranged in severity and cause from vehicle/property damage up to and including fatalities. The typical corrective measure will entail upgrading signage and pavement markings along with other additional measures including guardrail replacement.

On August 3, 2020, the Board approved the now completed Local Agency Program (LAP) Design Phase portion of the project. Subsequently, the Board of County Commissioners has now received a request from FDOT for the construction phase. The attached LAP agreement obligates Taylor County to solicit the approved bid package, begin competitive selection of a construction contractor on or before February 28, 2023 and ultimately complete the project on or before January 30, 2024. Funding for this and subsequent portions of the project will be provided by FDOT in the form of federal funding in the amount of \$745,473 construction dollars and up to \$5,000 to Taylor County for Administration of Construction Oversight.

Staff recommends that the Commission approve the proposed Construction Phase Safety Improvement Project LAP Agreement and further approve adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Local Agency Program Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Authorizing Signature Resolution

Local Agency Program Agreement – Construction Phase

Project Location(s) Map

RESOLUTION NO. _____

***Construction Phase - Beach Road Safety Improvement LAP Project
Signature Authorization***

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to address safety improvements along the Beach Road roadway from Steinhatchee, FL to its intersection with US HWY 19/98 in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Construction Phase of the Beach Rd Safety Improvement Local Agency Program Agreement.

PASSED in regular session this ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.**

BY: _____

JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

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FPN: <u>445563-1-58-01</u>	FPN: <u>445563-1-68-02</u>	FPN: _____
Federal No (FAIN): <u>D222 081 B</u>	Federal No (FAIN): <u>D222 081 B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACSS</u>	Fund: <u>ACSS</u>	Fund: _____
Org Code: <u>55024010206</u>	Org Code: <u>55024010206</u>	Org Code: _____
FLAIR Approp: <u>088796</u>	FLAIR Approp: <u>088718</u>	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>780000</u>	FLAIR Obj: _____

County No: 38 Contract No: _____
Recipient Vendor No: F596000879041 Recipient Unique Entity ID SAM No: REHMLLBHALS6

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Taylor County ("Recipient").
(This date to be entered by DOT only)

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction, and oversight of construction of signing/pavement markings on CR361 (Beach Road) from SR51(1st Ave South) to US98, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 01/30/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 750,473.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$750,473.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain 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, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-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 any officer or employee of any federal 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT TAYLOR COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jamie English
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 445563-1-58-01 & 68-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Taylor County (the Recipient)

PROJECT LOCATION:

- ☒ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 35.161 miles; Roadway id: 38514000 Begin MP: 0.270 End MP 17.119 & Roadway id: 35890000; Begin MP 0.000; End MP 18.312

PROJECT DESCRIPTION: Construction and oversight of construction of signing and pavement markings on CR361 (Beach Road) from SR51 (1st Ave South) to US98

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by - 02/28/2023.
- f) Construction to be completed by - 10/31/2023
- g) Local Agency Program Agreement to be completed by - 01/31/2024

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Taylor County will provide project management of the Construction, Engineering, and Inspection (CEI) contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 East Green Street Perry, Florida 32347	FINANCIAL PROJECT NUMBER: 445563-1-58-01 & 445563-1-68-02
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2023 (ACSS)	\$ <u>745,473.00</u>	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 745,473.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Construction Engineering and Inspection - Phase 68-02)				
FY: 2023 (ACSS)	\$ <u>5,000.00</u>	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 750,473.00	\$ 0.00	\$ 0.00	\$ 0.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$750,473.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

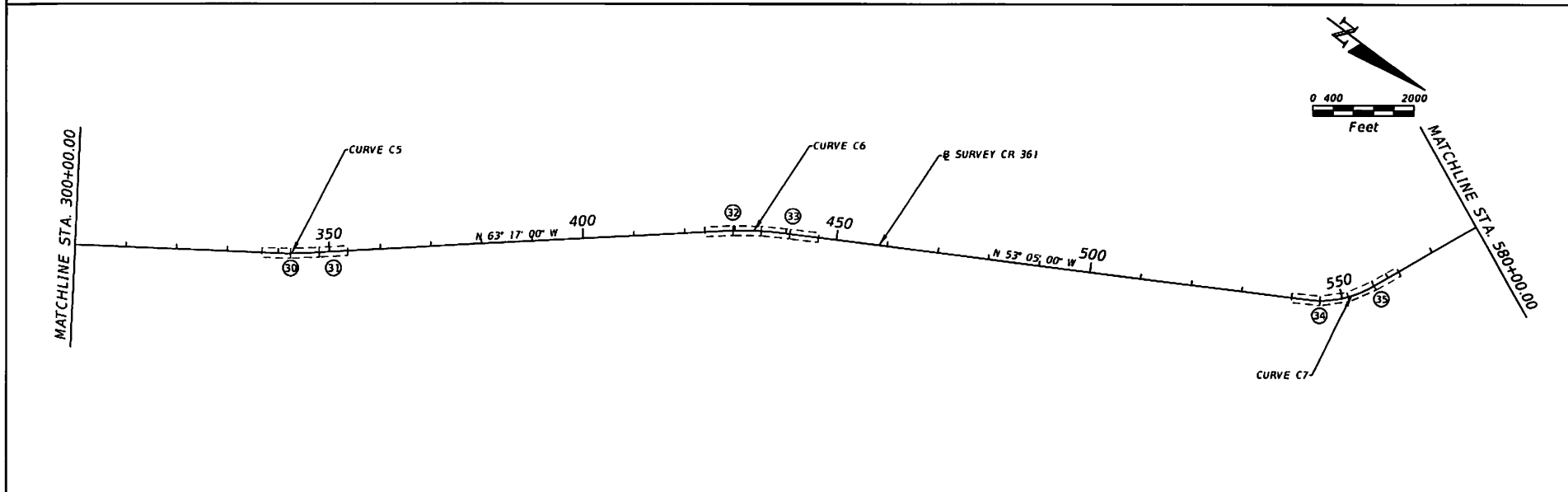
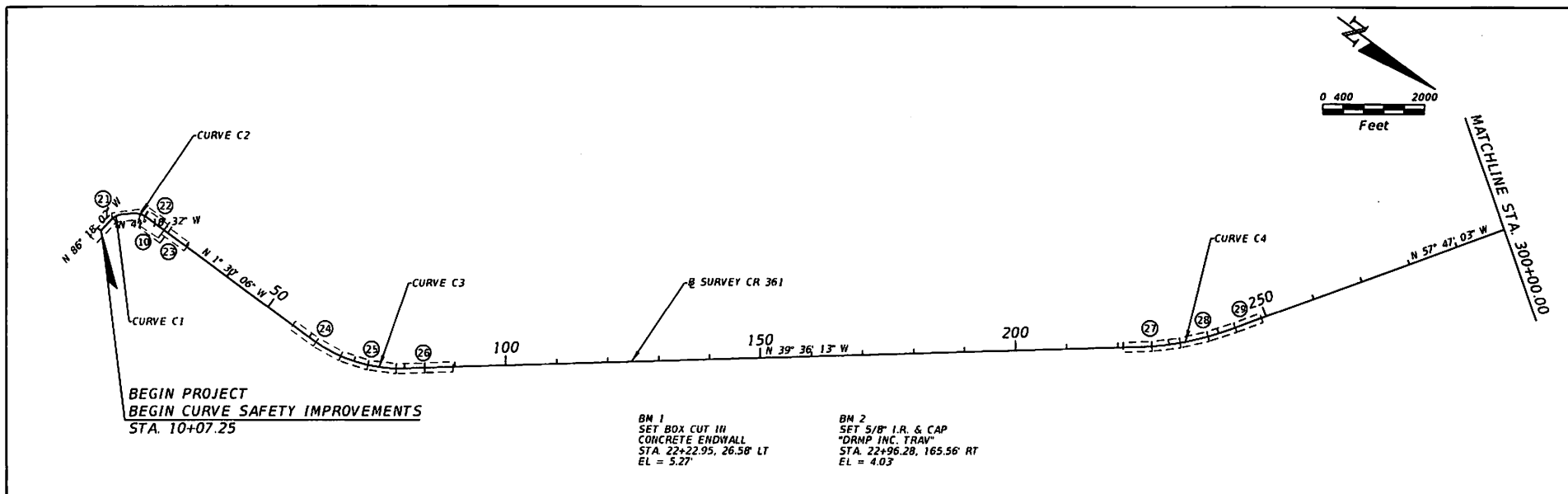
FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

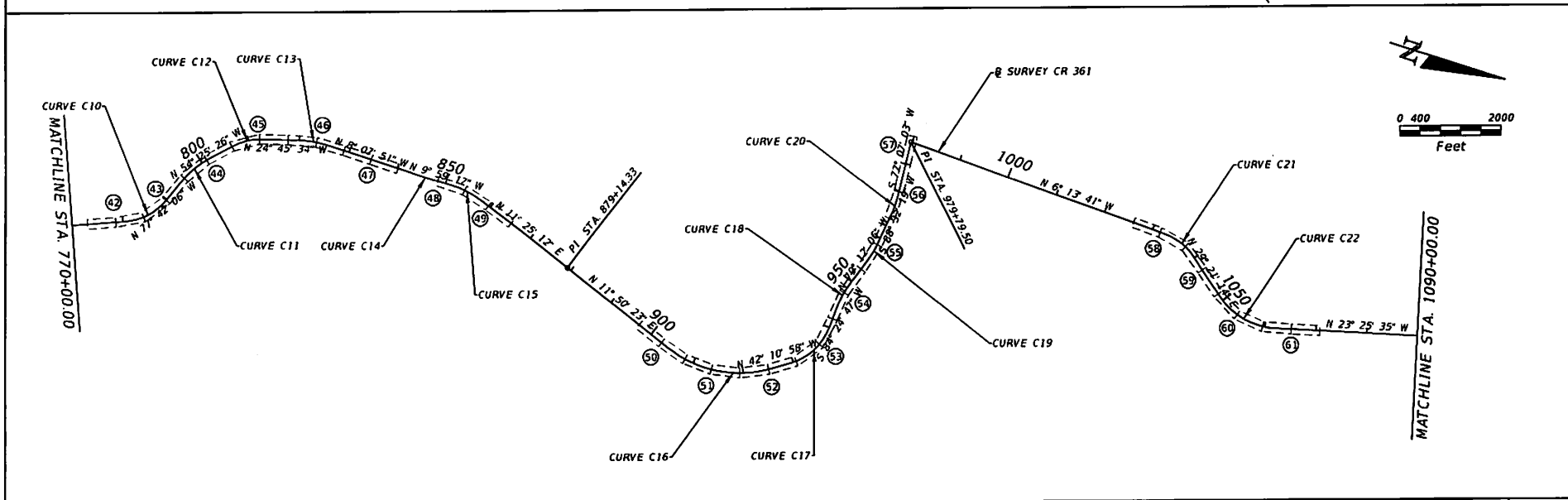
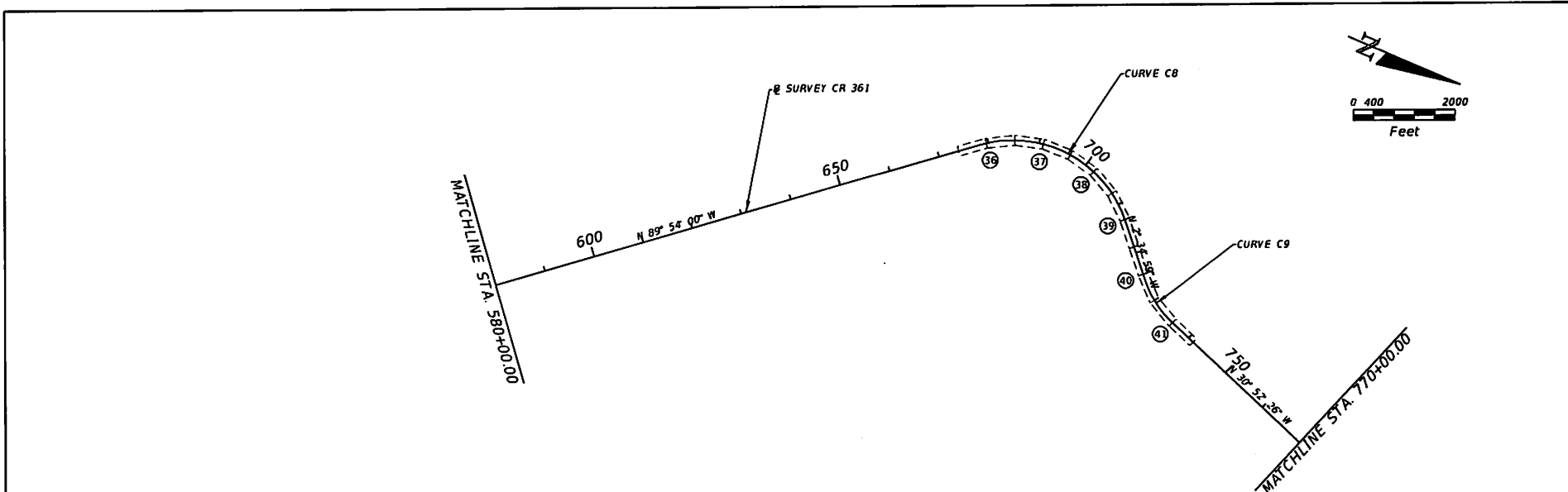
The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



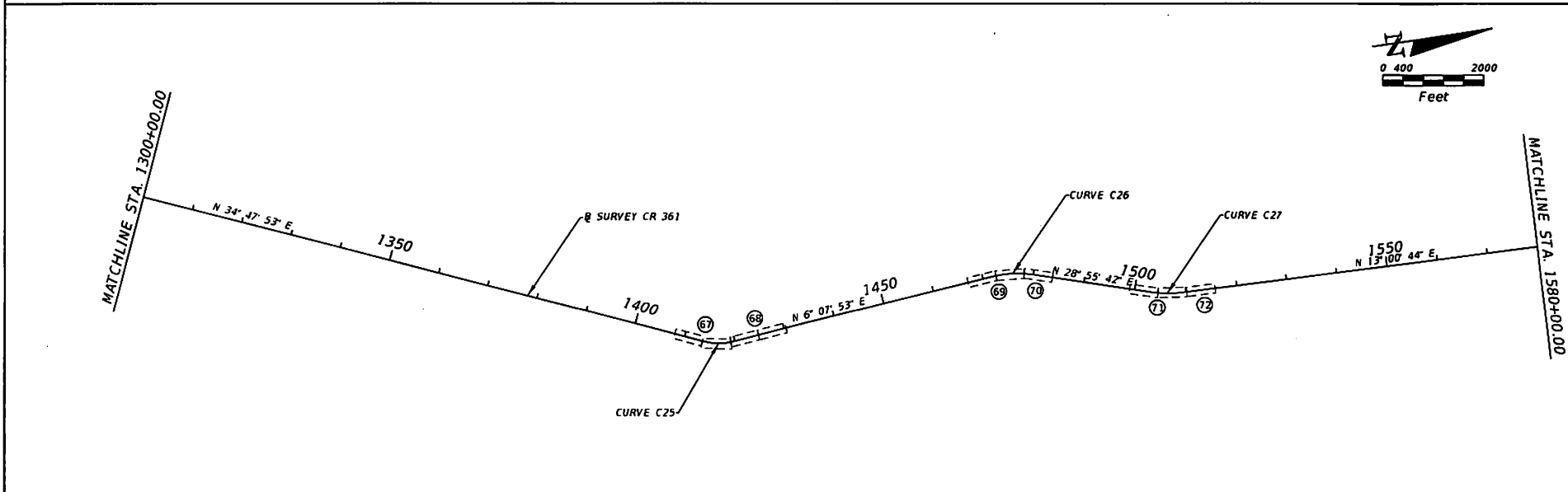
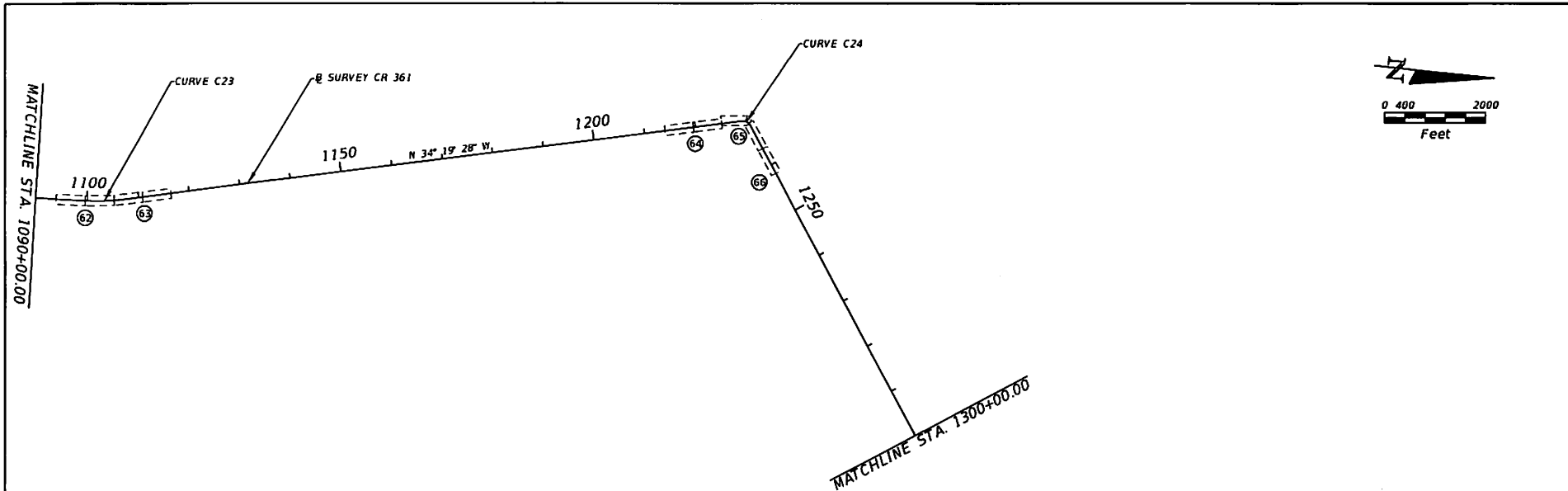
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		

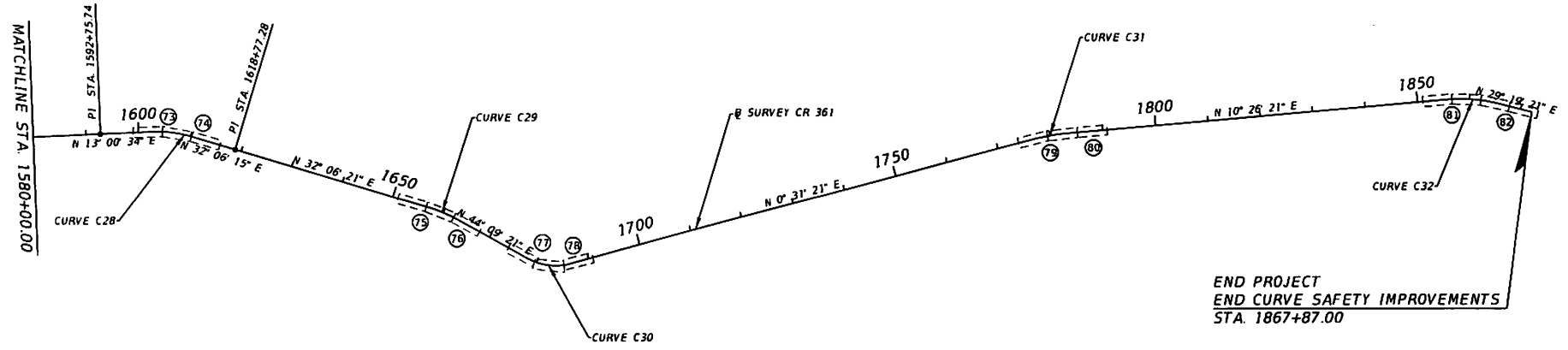
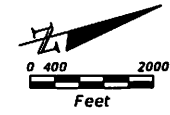
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO. 6
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 361	TAYLOR	445563-1-58-01		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



END PROJECT
END CURVE SAFETY IMPROVEMENTS
STA. 1867+87.00

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO. 7
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Request to approve and sign the Taylor County Artificial Reef Monitoring FWC Grant Agreement No. 22011 and serve as Fiscal Agent (Reimbursement Grant).

Meeting Date:

January 3, 2023

Statement of Issue: Approve and sign the Fish and Wildlife Conservation Commission (FWC) grant Agreement No. 22011 for the Taylor County Artificial Reef Monitoring, for the amount of \$16,374.00 for fiscal year 2022-2023 and serve as Fiscal Agent (Reimbursement Grant).

Recommendation: Approve and sign the FWC Grant Agreement.

Fiscal Impact: \$ 20,000 **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: Several deployments of artificial reef materials have occurred off the Taylor County coastline (Buckeye reef and Steinhatchee reef). Artificial reefs increase fish habitat and populations, as well as the species diversity of important sportfish.

Taylor County has been very supportive of artificial reefs due to the positive economic and environmental returns and monitoring is key to collect baseline info to promote the use of our artificial reefs for fishing or diving. We are asking the Board to approve and sign the FWC Grant.

Agreement to perform a reef monitoring in Buckeye and serve as Fiscal Agent (Reimbursement Grant). Grant application for this funds were approved by the BOCC on March 7, 2022.

- Options:**
1. Approve and get the grant funds and improve Taylor County economy
 2. Deny approval

- Attachments:**
1. Agreement + Attachments
 2.



Florida Fish
and Wildlife
Conservation
Commission

Commissioners
Rodney Barreto
Chairman
Coral Gables

Steven Hudson
Vice Chairman
Fort Lauderdale

Gary Lester
Oxford

Albert Maury
Coral Gables

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Robert A. Spottswood
Key West

Office of the
Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jessica Crawford
Chief of Staff

850-487-3796
850-921-5786 FAX

*Managing fish and wildlife
resources for their long-term
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of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

November 30, 2022

Victor Blanco
Florida Sea Grant Taylor County Extension
203 Forest Park Drive
Perry, FL 32348

RE: Grant Agreement FWC-22011
Taylor County Artificial Reef Monitoring 2022-23

Dear Mr. Blanco:

Please find attached an original copy of the above referenced Grant Agreement for your review. Please review the agreement and attachments in their entirety and sign the **signature page (Page 27 of 27)** of the **agreement**. Once complete, please return all documents to me electronically or by courier service at the following address:

Emily Jackson
FWC Division of Marine Fisheries Management
1875 Orange Ave. East
Tallahassee, Florida 32311

We respectfully request these are signed and returned to me no later than **January 15, 2023**, or sooner if possible to ensure expedited execution by FWC.

Upon execution of the Grant Agreement by the Florida Fish and Wildlife Conservation Commission, an original, signed copy will be returned for your file.

While reviewing the agreement, please pay special attention to Section 4, Paragraph G as our requirements for fee schedule reimbursement have recently changed. Specifically, submitted copies of invoices and payroll for documentation in addition to each deliverable will be required for reimbursement under the fee schedule.

All work must be completed no later than December 1, 2023. The funds are from the 2022-23 fiscal year appropriation to the Commission's artificial reef program. Note that the terms of the Grant Agreement incorporate the terms of your project as specified in your grant application, and the requirements of Chapter 68R-9, F.A.C. If you have any questions regarding the Grant Agreement, please contact me at (850) 617-9646 or by email at emily.jackson@myfwc.com.

Sincerely,

Emily Jackson, Fisheries Biologist IV
Artificial Reef Program
Division of Marine Fisheries Management

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. 22011

Federal Grant Information	
CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
State Grant Information	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): 77-007
State Award No(s): FWC-22011	State Award Year(s): 2022-2023
State Award Name(s): Taylor County Artificial Reef Monitoring 2022-2023	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Taylor County Board of County Commissioners, FEID # 59-6000879, whose address is 201 East Green Street, Perry, FL 32347, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to assess the material condition and fish assemblages on artificial reefs within the Buckeye Reef permitted area;

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required

minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Recipient warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Recipient. The Recipient shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

Agreement Period and Commission's Limited Obligation to Pay. The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 12/29/2023.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Contractor under the terms of this Agreement, the Commission shall pay the Recipient on a fee schedule basis in an amount not to exceed \$20,000.00.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement

for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Recipient warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

G. Fixed Price

The Recipient shall be paid on a fixed price basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for payment, costs must follow the requirements of Section 215.971(1), F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the

detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which payment is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be paid. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom payment is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, payment for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, payment will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be paid on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated

elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be paid. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. 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 agency.

I. Electronic Funds Transfer.

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well. To be eligible for payment, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the above referenced laws and the Reference Guide for State Expenditures.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In

the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Recipient is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. Commission Exempt from Taxes.

The Recipient recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct.

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient with written notice of termination.

C. Termination - Funds Unavailability.

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Agreement if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 9. REMEDIES.

A. Financial Consequences.

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that

deliverable will be deducted from the Recipient's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in Attachment A.

B. Cumulative Remedies.

The rights and remedies of the Commission during the agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. Designating a new Grant Manager shall not require a formal amendment to the Agreement.

**COMMISSION GRANT MANAGER
CONTACT INFORMATION:**

Emily Jackson
Biological Scientist IV
FWC Russell Office Building
1875 Orange Ave E
Tallahassee, FL, 32311
850-617-9646
Emily.jackson@myfwc.com

**RECIPIENT GRANT MANAGER CONTACT
INFORMATION:**

Victor Blanco
Sea Grant Extension Agent
Taylor County Sea Grant Extension Office
203 Forest Park Drive
Perry, FL 32348
850-838-3508
victorblancomar@ufl.edu

Section 11. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Independent Recipients.

The Recipient shall perform as an independent Recipient and not as an agent, representative, or employee of the Commission. The Recipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient and the Commission.

B. Recipient Training Qualifications.

The Recipient agrees that all Recipient employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

The Recipient is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor.

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.

If subcontracting is permitted pursuant to Paragraph A above, 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, servant, joint venturer, or partner of the State of Florida.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, 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 thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient 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 Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, 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.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Recipient’s ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

E. Certain Violations of Federal Criminal Law.

If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient’s officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker’s Compensation claims or will secure and maintain during the life of this Agreement, Worker’s Compensation Insurance for all of its employees connected with the work of this project, with minimum employers’ liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida

Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission 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 Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.
 - iv. 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 records to the Commission.
 - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission 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 records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient

and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Recipient shall allow the Commission, 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 authorized representatives of the state or federal government to 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. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the

information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), is applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5 is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland "Anti-Kickback Act".

The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5), are applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) applies.

H. Debarment and Suspension Contractor Federal Certification.

In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

- i. **Recipient Certification – Payments to Influence.** The Recipient certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Recipient also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Recipient with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Recipient has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Recipient shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Recipient shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Recipient shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Recipient shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- ii. **Recipient – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Recipient agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

L. American Rescue Plan Act of 2021 (ARPA).

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. For Contracts executed prior to April 3, 2022, Contractors shall provide a Data Universal Number System (DUNS) number to the Commission within two weeks of Contract execution or prior to payment, whichever comes first.
- ii. For Contracts executed on or after April 4, 2022, Contractors shall provide a Unique Entity Identifier (UEI) to the Commission within two weeks of Contract execution or prior to payment, whichever comes first.
- iii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iv. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

Section 25. AGREEMENT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; 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 this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; 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.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.

If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

B. Termination for Breach.

For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 27. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

Section 28. NON-DISCRIMINATION.

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

Section 29. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
 - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 30. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

Section 32. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 33. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

Section 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor 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 Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 35. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission 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, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient 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.

Section 36. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

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SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Taylor County Board of County Commissioners	Florida Fish and Wildlife Conservation Commission
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2022-23	FWC Agreement No.	FWC-22011
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS/SERVICES

The two main purposes of this project are to continue the Taylor County's artificial reef biological monitoring program and evaluate the stability and function of the existing artificial reef materials within the Buckeye Artificial Reef permitted site. To accomplish these goals, the following deliverables will be achieved: (1) host a re-training program for all Taylor County Reef Research Team volunteers on proper data collection procedures and fish identification; (2) conduct a minimum of 24 artificial reef biological and material assessments on six patch reefs within the Buckeye Artificial Reef permitted area; (3) draft a data analysis summary that outlines the results of the monitoring surveys; (4) a data analysis summary that assesses the results of the monitoring surveys.

The selected monitoring sites are based upon the results from the second year of sampling within this permitted area (completed in 2021) and are intended to continue to act as long-term monitoring stations to increase the County's knowledge on spatial and temporal changes in the abundance and composition of fish species observed at each sampling location. This information will help inform future artificial reef development in the region.

This study will monitor six (6) of the 33 separate patch reefs within the Buckeye Artificial Reef permitted area. These reefs were deployed between the years of 1998 and 2015. This area provides a great opportunity to observe three commonly used artificial reef materials (metal, concrete modules, and secondary-use concrete) over time.

During this Agreement, the six (6) patch reefs will be monitored through diver surveys. A minimum of 4 qualified divers will collect fish census data, video and complete a material assessment for each site during the Agreement.

Site Description

TABLE 1: Taylor County Dive Survey Sites

Reef Name	Deployment ID (FWC)	Deploy Year	Location	Material	Depth
02 2020	TA0030	08/2013	29° 38.879' N, 83° 54.767' W	4 Concrete Lindberg Cubes	50'
05 2020	N/A	N/A	29° 38.675' N, 83° 54.507' W	Pieces of Scrap Metal	48'
08 2020	TA0031	09/2013	29° 38.440' N, 83° 54.748 W	Concrete Culverts/Pipes	50'
09 2020	TA0013	05/2003	29° 38.190' N, 83° 54.706' W	4 Towers (2 large, 2 Junior)	51'
14 2020	TA0010	06/1996	29° 39.003' N, 83° 54.245' W	Pieces of Scrap Metal	47'
18 2020	TA0034	08/2015	29° 38.809' N, 83° 54.250' W	Large Scrap Metal	47'

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Materials and Methods

i. Data Collection Training Course

All volunteer members of Taylor Reef Research Team will be required to attend and participate in a basic data collection and fish identification course. The course will be led by an University of Florida or Sea Grant instructor who has the experience in performing marine survey techniques, scientific diving and identifying Gulf of Mexico reef fish species. The course will cover, in detail, the proper methods for Stationary Visual Census (Bohnsack, 1986) and Reef Environmental Education Foundation's (R.E.E.F.) Roving Diver technique to collected fish census data (Schmitt and Sullivan 1996). In addition to learning the survey procedures, volunteers will be taught how to correctly identify and estimate the number of the observed fish. Underwater video and/or photos will be used as teaching aids and test materials, to provide participants with examples of local reef fish communities.

ii. Diver Surveys

Survey condition data will be recorded prior to each sampling event and will include survey date, patch reef name and coordinates, survey time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application). All surveyors must score a 90% or better on the training exam to participate as a volunteer for fish identification and fish count portion of the surveys within this Agreement.

Fish census data will be collected using the Stationary Visual Census technique (Bohnsack, 1986). During the timed stationary census, species, counts, and relative size ranges will be recorded by slowly rotating in place in a conceptual 7-meter (23 ft) diameter surface-to-substrate cylinder for at least 5 minutes, and up to 10 minutes depending on fish abundance and diversity. Following the stationary count, roving diver counts will use the R.E.E.F. method to estimate the total number of fish using a logarithmic scale: single = 1, few = 2-10, many = 11-100, abundant = 100+. Special attention will be given to locating and identifying cryptic species during the roving diver survey. Any evidence of live or deceased sea turtle activity will also be noted.

A representative 1 to 2 minute video of the survey will be taken by each dive group. Each video will be reviewed and compared to collected diver fish census data for quality assurance and quality control of data. The videos will also be used to review any uncertain fish identification and as a future training tool for new volunteers.

In addition to the biological monitoring activities, the **GRANTEE** will also conduct a material assessment for each site. Inspection of material will include material description, structural integrity/condition, material layout/footprint, top and bottom

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elevation of each artificial reef structure. Divers will also make note of site visibility, temperature, depth, substrate and sand overburden.

Upon project completion, a Data Analysis Summary detailing all sample collection, data analysis, and results (including statistical comparisons of reef sites as defined in Table 1) will be prepared and submitted for COMMISSION review.

B. BACKGROUND

Since 1990, Taylor County has deployed more than a total of 1,354 tons of material. Currently the County has two active permitted sites, Steinhatchee Fisheries Management Area and Buckeye Reef, valid until 09/30/2019 and 09/29/2020 respectively, with the Buckeye Reef currently up for reauthorization.

In the past, the County relied on Taylor County Reef Research Team (TCRRT), a group of volunteer divers, to collect and report artificial reef monitoring data. Unfortunately, no homogenous methods were used for the data collections and the team since disbanded.

With the guidance of Florida Sea Grant agent, Victor Blanco, Taylor County is currently revising its artificial reef program to include re-establishing a permanent artificial reef monitoring effort. This effort includes establishing verified and reliable monitoring procedures, relaunching and recruiting new members for the TCRRT and evaluating Taylor County's reefs on a regular schedule. The first year of the re-established monitoring program was completed in 2019, and sampled 18 different patch reefs within the Buckeye Reef Site. A second year of sampling selected six patch reef sites with differing materials and sampled each on a single visit basis. This Agreement is for the continuation of the Taylor County volunteer monitoring program using information gained in the first two years of sampling to continue seasonal monitoring (Fall 2022 and Spring 2023) at the six representative patch reefs within the Buckeye Reef Site that serve as long-term monitoring stations.

C. SUPPORT OF COMMISSION MISSION

Collection of biological and physical data from this study will be used to assess the relative habitat value and stability among artificial reefs characterized by specific combinations of depth and structural materials. This information will help with artificial as well as natural reef habitat management in coastal environments in central west Florida. By conducting systematic checks of artificial reefs deployed for varying amounts of time, as proposed in this study, managers will be able to better address long-term questions regarding rates of colonization and ecological succession of benthic assemblages, in addition to changes in physical characteristics of the habitats.

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D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

- i. “Artificial reef” means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida’s managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. “Sampling Event” means a one-time diver survey collecting fish census data and conducting a material assessment. Diver surveys must consist of a at least four (4) qualified personnel on a specific reef site to collect the required information.

E. DATA STORAGE

All data collected during field operations (e.g., navigation and positioning, still and video imagery in digital format, and observational fish surveys) will be recorded in the field in an organized field notebook (e.g. spiral bound book, binder, or collection of completed survey forms) or digitally recorded on a ruggedized, military-grade shock resistant, travel hard drive or laptop. If the data is initially recorded in a field notebook, it will be transferred to an appropriate digital storage device (e.g. external hard drive or desktop computer) before the end of the Agreement.

GRANTEE will provide the COMMISSION with a copy of all project data collected upon request.

2. DELIVERABLES

A. Deliverable #1 (Data Collection Training Course)

During the grant period, a total of one (1) unit of this deliverable is expected.

i. Specific Project Deliverables & Associated Tasks

One unit for this deliverable consists of the successful completion of a training course lead by a qualified instructor with experience in fish sampling and identification in the Gulf of Mexico.

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ii. Minimum Level of Performance

The training course will be in compliance with the requirements stated in the **DESCRIPTION OF GOODS/SERVICES**. The **GRANTEE** shall widely advertise the course to interested/qualified individuals. All taught fish sampling methods will be as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. At least three (3) participants must attend the training and score at least 90% on the commission approved final exam.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be a copy of the course advertisement, power point or similar teaching tool addressing the material that was taught during the course, a sign in/out attendance sheet, and completed exams from all participants.

iv. Timeline for Completion

A draft syllabus including the number of in-class hours, training content and exam will be submitted to the **COMMISSION** for approval at least 30 days prior to the class. All documentation as evidence of the training course performance will be submit prior to conducting any diver surveys (Deliverable #2).

B. Deliverable #2 (Diver Surveys)

During the grant period, a total of 24 units of this deliverable are expected (two per site per season). Survey locations will only include reef sites described in **TABLE 1**.

i. Specific Project Deliverables & Associated Tasks

One unit for this deliverable consists of the successful completion of stationary observation fish census, roving diver fish census, and material assessment by a team of at least four (4) qualified divers that attended and passed the training course exam (Deliverable #1).

ii. Minimum Level of Performance

Sampling events will be in compliance with the survey procedures as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. Underwater horizontal visibility during a sampling event must be a minimum distance of at least 10 feet verified by a reference object 10 feet in distance from the surveyor.

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iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be one (1) spreadsheet listing each reef surveyed providing information on the survey date, survey site and location, survey time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application), survey method(s), types of reef materials surveyed, material relief, material condition and estimated horizontal underwater visibility. In addition, any problems experienced or unusual observations or situations during any portion of the surveys shall be described in the progress report.

Tabular data will be provided in a standard XLS, XLSX, or a CSV tabular format that can readily be imported into any database or spreadsheet software.

iv. Timeline for Completion

Details of the sampling events completed will be submitted to the **COMMISSION** with the draft and final versions of the Data Analysis Summary (Deliverable #3 and #4).

C. Deliverable #3 (Draft Version of the Data Analysis Summary)

i. Specific Project Deliverables & Associated Tasks

The **GRANTEE** shall provide a draft version of the Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The draft version of the Data Analysis Summary will contain summaries of each monitoring event so far including date, dive/video conditions, physical descriptions of material stability, tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence), and any sea turtle observations. The purpose of the draft summary is to provide the **COMMISSION** a minimum 30-day review period to provide the **GRANTEE** with peer review comments on the final analysis summary.

ii. Minimum Level of Performance

At a minimum, the Draft Data Analysis Summary draft shall contain the following:

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1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A draft narrative section outlining project background, methods, results of material assessment and fish census, and completed and pending statistical analysis;
3. A draft discussion section that may outline:
 - a. conclusion and interpretation of results;
 - b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
 - c. possible future research questions;
 - d. problems that limited the results of the project.
4. Drafts or descriptions of applicable tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
 - a. Name of the site;
 - b. Date surveyed;
 - c. North Arrow and Scale Bar
 - d. Reef material location
7. A tabular inventory, photo documentation and condition of artificial reefs monitored so far;
8. If requested, all digital images and video so far must be provided on accompanying CD(s), DVD(s), and/or USB;

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic standard DOC, DOCX, or PDF document providing outlines of a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The draft version of the Data Analysis Summary will be submitted to the COMMISSION at least 60 days prior to the expiration date of the grant Agreement.

D. Deliverable #4 (Final Data Analysis Summary)

i. Specific Project Deliverables & Associated Tasks

A final Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the

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COMMISSION to assess the completed project. The final Data Analysis Summary will contain summaries of each monitoring event including date, dive conditions, physical descriptions with tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence, biomass, benthic percent cover and relative abundance) and sea turtle observations.

ii. Minimum Level of Performance

At a minimum, the final Data Analysis Summary shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results of material assessment and fish census, and statistical analysis;
3. A discussion section to provide:
 - a. conclusion and interpretation of results;
 - b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
 - c. possible future research questions;
 - d. problems that limited the results of the project.
4. Tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
 - a. Name of the site;
 - b. Date surveyed;
 - c. North Arrow and Scale Bar
 - d. Reef material location
7. A tabular inventory, photo documentation and condition of artificial reefs monitored;
8. All raw and summarized data, formatted in accordance with FWC standards, must be provided on accompanying CD(s), DVD(s), and/or USB;
9. If requested, all digital images and video must be provided on accompanying CD(s), DVD(s), and/or USB;
10. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (=) file on a CD rom or USB, suitable for posting on the internet.

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iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic PDF document completed to the satisfaction of the **COMMISSION** providing a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The final Data Analysis Summary will be submitted to the **COMMISSION** prior to the expiration date of the grant Agreement.

3. FINANCIAL CONSEQUENCES

- A. If survey data is not in compliance with the standards set forth in this Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- B. If the Data Analysis Summary is not provided to the satisfaction of the **COMMISSION**, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- C. If the **GRANTEE** fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.

4. PERFORMANCE

- A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60-day intervals beginning from the date of execution of this agreement. An email to the **COMMISSION's** Contract Manager describing the activities that occurred pertaining to this Agreement will be an acceptable progress report.
- B. The **GRANTEE** shall provide the **COMMISSION** at least a 14 day notice prior to the scheduled data collection training course of the scheduled date and time of the course to allow **COMMISSION** staff to attend.
- C. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

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- E. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- F. With the exception of lionfish (*Pterois* sp.) eradication, the harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this Agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this Agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this Agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.
- G. Any published articles related to this artificial reef activity shall acknowledge funding from the Florida Fish and Wildlife Conservation Commission, and reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

5. COMPENSATION AND PAYMENT

A. FEE SCHEDULE

For satisfactory completion of one (1) Data Collection Training Course, twenty four (24) Dive Surveys, one (1) Data Analysis Summary Draft, and one (1) Final Data Analysis Summary, the COMMISSION agrees to pay the GRANTEE a maximum of \$20,000 on a fixed price basis according to the cost per unit in the following table:

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2022-23	FWC Agreement No.	FWC-22011
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TABLE 2

Monitoring Deliverables	Unit Number	Cost Per Unit	Total Cost
#1 – Data Collection Training Course	1	\$300	\$300
#2 – Dive Surveys	24	\$612.50	\$14,700
#3 – Data Analysis Summary Draft	1	\$1,000	\$1,000
#4 – Final Data Analysis Summary	1	\$4,000	\$4,000
TOTAL			\$20,000

B. INVOICE SCHEDULE

Invoices shall be submitted upon completion of the final deliverable and submitted at the end of the Agreement.

C. TRAVEL EXPENSES

Travel expenses are included in the fee schedule amount of this Agreement, and no additional travel or incidental expenses shall be compensated.

9. MONITORING SCHEDULE

No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to intellectual property rights.

11. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

12. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

13. SECURITY AND CONFIDENTIALITY

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2022-23	FWC Agreement No.	FWC-22011
----------------------	---	--------------------------	-----------

See Agreement for applicable terms and conditions related to security and confidentiality.

14. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

15. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

16. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Grant Agreement No. 22011, Section 33, "Employment Eligibility Verification (E-Verify)" does not apply to the **GRANTEE** for this Agreement.

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Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

ATTACHMENT B
AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission to the grantee may be subject to audits and/or monitoring by the Florida Fish and Wildlife Conservation Commission, as described in this section.

MONITORING

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

AUDITS

Part I: Federally Funded

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

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

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

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

Part II: State Funded

Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), F.S.

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

Part III: Other Audit Requirements

Note: This Part should 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.

Part IV: Report Submission

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

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the grantee directly to each of the following:

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

- a. The Commission at each of the following addresses:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

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

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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the grantee directly to:

The Commission at each of the following addresses:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

4. Any reports, management letters, or other information required to be submitted to the Florida Fish and Wildlife Conservation Commission pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Grantees, when submitting financial reporting packages to the Florida Fish and Wildlife Conservation Commission for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

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

1. Federal Program A:
not applicable
2. Federal Program B:
not applicable

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

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

1. Federal Program A:
not applicable
2. Federal Program B:
not applicable

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the grantee must comply with specific laws, rules, regulations, etc., 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 laws, rules, regulations, etc., referred to.

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

Note: If the resources awarded to the grantee 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.

1. Federal Program A:
not applicable
2. Federal Program B:
not applicable

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Subject to Section 215.97, F.S.:

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

1. State Project A:

Florida Artificial Reef Program, 77-007, \$20,000

2. State Project B:

not applicable

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC 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.

1. State Project A:

- A. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.
- B. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.
- C. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

2. State Project B:

not applicable

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the grantee.

For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

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

December 20, 2022

VIA E-MAIL AND REGULAR MAIL

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

Ms. Marsha Durden
Assistant
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Recipient/Subrecipient Agreement
Florida Fish and Wildlife Conservation Commission

Dear LaWanda and Marsha:

Please be advised that I went over the above 27-page Agreement. I did not receive attachments A & B.

Let me say this is a very lengthy Agreement and it is in small font.

1. Section 3. Agreement Period. Please note that the agreement will remain in effect until 12/29/2023.
2. Section 4. Compensation and Payments.

Section C. Each invoice shall include the agreement number and the recipient's federal employer identification (FEIN) number.

Section E. State Obligation to Pay. Is contingent upon annual appropriation and authorization to spend by the Legislature. The Grant Manager shall notify us in writing at the earliest time if funds are not appropriated or available.

Section G. Fixed Price. Invoices submitted must be itemized – see page 3 of 27. Documentation for each amount for which payment is being claimed must indicate that the item has been paid.

Section i. Salaries. Time sheets that support the hours worked on the project or activity must be kept.

Section I. Electronic Funds Transfer. Recipient agrees to enroll in Electronic Funds Transfer (EFT) offered by the State's Chief Financial Officer, within 30 days of signing the Agreement.

3. Section 8. Termination.

Section A. Commission Unilateral Termination. This is one-sided, the commission may unilaterally terminate this agreement for convenience by providing the recipient with thirty (30) calendar days of written notice of its intent to terminate, then it reads, the recipient may request termination of the agreement for convenience.

Section C. Termination – Funds Unavailability. If funds are not available commission may terminate upon no less than twenty-four (24) hours' notice in writing to the recipient.

4. Section 13. Relationship of the Parties.

Section D. Commission Rights to Assign or Transfer. The recipient agrees that the State at all times has the right to assign or transfer its rights to another agency of the State of Florida, upon giving prior written notice to the recipient.

5. Section 27. Indemnification. If the recipient is a State agency or subdivision as defined in subsection 768.28(2) Florida Statutes, or as a governmental entity as defined in subsection 287.012(14) Florida Statutes, neither party indemnifies nor insures the other party for the other party's negligence.

6. Section 29. Mediation. Non-binding mediation by a single mediator in Tallahassee, Florida. If the parties can't agree on a mediator, the parties then shall request the chief Judge of the Second Judicial Circuit in Leon County to appoint a Florida Supreme Court Certified Mediator.

7. Section 30. Venue. Agrees to exclusive jurisdiction of the State and Federal Court in and for Leon County, Florida, in addition Section 30 provides, the

parties have selected the Second Judicial Circuit in Leon County as the mandatory and exclusive forum for resolving any dispute, in law or equity, and that the recipient affirms that the Section Circuit to be fair and convenient forum for any legal action or proceeding. The recipient will not initiate in any other forum a legal action or proceeding which this provision applies.

8. Section 31. Jury Trial Waiver. Each party waives jury trial, including but not limited to any claim by recipient of *quantum meruit*.

LaWanda and Marsha, this is an extremely one-sided agreement and I have not listed all of my objections to this agreement. But with that in mind, I don't think the county has had any problems with grants with FWC.

Please note that we at one time had a real hard time with them on our Ordinances when Mr. Spradley and I had to keep re-doing items.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of newly created job description for Field Attendant.

**MEETING DATE REQUESTED:**

January 3, 2023

Statement of Issue: To staff scheduled tournaments at the Taylor County-Glen Ratliff Sports Complex.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Field Attendant position will be utilized to provide field and park maintenance during scheduled tournaments held at the Taylor County-Glen Ratliff Sports Complex. Primary duties will include field preparation, safety checks, operation of equipment, trash pickup and bathroom cleaning/stocking.

If expenditures exceed the approved fiscal year budget the County Administrator will request utilizing collected revenue for employee labor to offset expenditures associated with tournaments.

Options: Approve/not approve

Attachments: Job description

Taylor County Board of County Commissioners

JOB TITLE: Field Attendant

Non - Exempt

Pay Grade - 120 \$11.50 per hour

LOCATION: Parks & Recreation

SUPERVISOR: Parks & Recreation Manager

DEPARTMENT: 0473

Date: 01/03/2023

Call In/Seasonal

Union (Y/N): No

APPROVED BY:

Retirement Eligible: No

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

Field Attendants provide support in offering a safe and positive environment for user groups at the Taylor County Glen Ratliff Sports Complex. They should be familiar with the rules at the Sports Complex and have a general idea of the games of baseball, softball, and soccer.

- ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.
- Perform safety checks of the field and area, as well as reporting any safety violations to the Parks and Recreation Manager.
- Drag or groom fields before each game.
- Line the field appropriately for the scheduled game.
- In the event of inclement weather, following the prescribed procedures to prepare the field or reporting to the Parks and Recreation Manager if the games have been cancelled.
- Unlock and lock field gates.
- Monitor fields during games.
- Turn lights on and off at baseball, softball, and soccer fields.
- Maintain all related equipment and report any damage or loss to equipment to the Park and Recreation Manager.
- Report any needed field maintenance to the Parks and Recreation Manager.
- Maintain positive public relations, and enthusiastically support the Taylor County Sports Complex.
- Document any accident or incident that may occur during games.
- Fill in holes and rake around all the bases, home plate, and the pitching mound before leaving the field, and between games.
- Clean up all trash in the bleacher area and on the fields before leaving the facility.
- Clean and stock restrooms.

QUALIFICATION REQUIREMENTS:

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

Taylor County Board of County Commissioners

JOB TITLE: Field Attendant

KNOWLEDGE, SKILLS AND ABILITIES:

- Organizational Knowledge: Understand the department's guidelines for using the baseball, softball, and soccer fields.
- Interpersonal Skills: Able to demonstrate tact and friendliness in communicating with a variety of personalities.
- Work Planning/Time Management: Able to complete tasks in an organized and timely manner and to arrive and leave work as scheduled.
- Monitoring: Able to keep track of field use in relation to the established guidelines.
- Administrative: Able to keep accurate and detailed records of participation levels.
- Flexibility: Adaptable to changes in work schedule (due to inclement weather).
- Organizational Commitment: Willingness to accept department guidelines and policies.

EDUCATION/EXPERIENCE:

- Must possess excellent verbal communication skills.
- Must possess ability to work well with public
- Must be at least 18 years of age.
- Must possess at least an 8th grade education.

PHYSICAL DEMANDS:

Moderate (25-50) pounds lifting and carrying

- Ability to communicate both orally and in writing
- Walking
- Standing
- Kneeling
- Bending
- Stooping
- Driving
- Operating equipment

WORK ENVIRONMENT:

- Works outside in various weather conditions (high temperatures and humidity)
- Chemicals (insecticides and herbicides)

PREFERRED CRITERIA:

Valid Florida Driver's License

ADDITIONS/CHANGES TO THE AGENDA

January 3, 2023

MOVE

CONSENT ITEMS

10. THE BOARD TO CONSIDER APPROVAL OF TASK ORDER 1 WITH AVCON, INC., IN THE AMOUNT OF \$95,000, FOR THE PREPARATION AND COMPLETION OF THE AIRPORT WILDLIFE HAZARD MANAGEMENT PROGRAM AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

TO

CONSENT ITEMS

- 18-A. THE BOARD TO CONSIDER APPROVAL OF TASK ORDER 1 WITH AVCON, INC., IN THE AMOUNT OF \$95,000, FOR THE PREPARATION AND COMPLETION OF THE AIRPORT WILDLIFE HAZARD MANAGEMENT PROGRAM AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

REMOVE

CONSENT ITEMS

14. THE BOARD TO CONSIDER APPROVAL OF ELECTION SECURITY GRANT APPLICATION, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.