

SUGGESTED AGENDA

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

**TUESDAY, FEBRUARY 20, 2024
6:00 P.M.**

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF FEBRUARY 5, 2024.
5. THE EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AIRPORT FUND, SCOP ROAD PROJECT FUND, SCRAP ROAD PROJECT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT A SHORTFALL IN THE GENERAL FUND, CDBG GRANT FUND, FDOT GRANT/EDTPF FUND, AS AGENDAED BY COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE INDIGITAL 9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT AS AGENDAED BY DAKOTA CRUCE, E911 COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE CHAIRPERSON'S SIGNATURE ON THE PERRY-FOLEY AIRPORT AVGAS INFRASTRUCTURE PROJECT GRANT APPLICATION TO FLORIDA COMMERCE, FLORIDA RURAL INFRASTRUCTURE FUND PROGRAM AS AGENDAED BY MELODY COX, GRANTS WRITER.

BIDS/PUBLIC HEARINGS:

10. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:05 P.M, OR AS SOON THEREAFTER AS POSSIBLE, FOR TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION SERVICES.

PUBLIC REQUESTS:

11. THE BOARD TO CONSIDER APPROVAL OF TALLAHASSEE INTERNATIONAL AIRPORT LETTER OF SUPPORT FOR THE AIRPORT'S FOREIGN TRADE ZONE PROJECT AS AGENDAED BY VANESSA SPAULDING, MANAGER - AIRPORT FOREIGN TRADE ZONE.

COUNTY STAFF ITEMS:

12. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT, FINANCIAL PROJECT #440057-3 AND RESOLUTION FOR THE DESIGN AND REPLACEMENT OF THE AVGAS FUEL FARM AT PERRY-FOLEY AIRPORT AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

13. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
14. **COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:**
15. **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, 2024, to be in excess of the advertised budget.

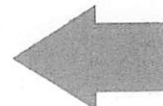
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$70,433	001-3342011	911/GIS Data Analysis Grant
Expenditures:		
\$70,433	0255-01-53401	911/GIS Data Analysis Grant- Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 not included in FY'24 budget



Place

✓

SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 15:23:30

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: exp!edgr.key_orgn='0255-01'
ACCOUNTING PERIODS: 1/24 THRU 4/24

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0255-01 - 911/GIS DATA ANALYSIS GRA

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0255-01-0255-01 - 911/GIS DATA ANALYSIS GRA									
53401					.00	.00	.00	BEGINNING BALANCE	
10/01/23	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL					.00	.00	.00		.00
TOTAL TOTL/DEPT - 911/GIS DATA ANALYSIS GRA					.00	.00	.00		.00
TOTAL FUND - GENERAL FUND					.00	.00	.00		.00
TOTAL REPORT					.00	.00	.00		.00

Balance @ FIE'23 = 70,433.19

Need to amend: 70,433

DWich

RESOLUTION

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, 2024, 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, 2024.

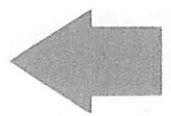
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$6,485	001-3899010	General Fund-Cash Brought Forward
\$6,485	0239-59922	911 Wireless State Funds - Sinking Fund

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 20th day of February 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance of designated funding at FYE'23 not included in FY'24 budget



Please
CIRCULATE

✓

911 WIRELESS STATE FUNDS

BEGINNING BALANCE 10/1/22 \$ 7,286.90

RECEIPTS 001-3631152 \$ 71,240.68

Wireless \$ 71,240.68

Prepaid Wireless \$ -

Special Disbursement(s) \$ -

EXPENDITURES #0239

OPERATING \$ (480.00)

Transfer to Sheriff \$ (57,804.21)

CAPITAL OUTLAY \$ - \$ (58,284.21)

ENDING BALANCE 9/30/2023 \$ 20,243.37

- Actual
Balance @
FYE'23

(*) This amount is reserved on the balance sheet (001-2470023) at FYE.

Amend
FY'24

(includes wireless and prepaid wireless - July thru June) **

Budget
+ 6,485


911 Wireless State Funds (dmw 1/11/24)

6

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, 2024, 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, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 9,500	001-3315103	Restore Act/Hodges Pk Rehab
Expenditures:		
\$ 9,500	0213-01-53101	Restore Act/Hodges Pk Rehab Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles Clerk-Auditor

Chairman

Balance at FYE'23 not included in FY'24 budget

✓

Please
Sign

SUNGARD PENTAMATION, INC.
DATE: 01/12/2024
TIME: 09:45:42

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0213-01'
ACCOUNTING PERIOD: 4/24

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

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0213-01 RESTORE ACT/HODGES PK REH

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	16,500.00	16,500.00	.00	.00	16,500.00	.00
56300	CAPITAL/INFRASTRUCTURE	995,595.00	995,595.00	.00	.00	995,595.00	.00
	TOTAL RESTORE ACT/HODGES PK R	1,012,095.00	1,012,095.00	.00	.00	1,012,095.00	.00
	TOTAL GENERAL FUND	1,012,095.00	1,012,095.00	.00	.00	1,012,095.00	.00
	TOTAL REPORT	1,012,095.00	1,012,095.00	.00	.00	1,012,095.00	.00

1
Budgeted
amt @
FY 24
need to
amend
+ 9500

O.C.

Put in 0213-01 - 53101

Dawelch
1/12/24

1,021,595.00 +
1,012,095.00 -
000
9,500.00 *

SUNGARD PENTAMATION, INC.
DATE: 01/12/2024
TIME: 09:46:09

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp~~l~~edgr.key_orgn='0213-01'
ACCOUNTING PERIOD: 13/23

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

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0213-01 RESTORE ACT/HODGES PK REH

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	40,000.00	40,000.00	.00	10,500.00	29,500.00	26.25
56300	CAPITAL/INFRASTRUCTURE	992,095.00	992,095.00	.00	.00	992,095.00	.00
	TOTAL RESTORE ACT/HODGES PK R	1,032,095.00	1,032,095.00	.00	10,500.00	1,021,595.00	1.02
	TOTAL GENERAL FUND	1,032,095.00	1,032,095.00	.00	10,500.00	1,021,595.00	1.02
	TOTAL REPORT	1,032,095.00	1,032,095.00	.00	10,500.00	1,021,595.00	1.02

Actual balance
@ FYE'23

6

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, 2024, 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, 2024.

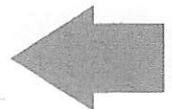
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$10,860	001-3899010	General Fund-Cash Brought Forward
		911 Wireless Supplemental Funds-
\$10,860	0237-59922	Sinking Fund

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 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance of designated funding at FYE'23 not included in FY'24 budget



Please

✓

911 WIRELESS SUPPLEMENTAL GRANT FUNDS

BEGINNING BALANCE 10/1/22 \$ 211,003.87

RECEIPTS 001-3631154 \$ 73,508.79

monthly supplemental (12months) \$ 73,508.79

special disbursement \$ - *interest alloc.

special disbursement \$ -

EXPENDITURES #0237

OPERATING \$ (49,189.68)

TRANSFER TO SHERIFF \$ -

CAPITAL OUTLAY \$ - \$ (49,189.68)

ENDING BALANCE 9/30/2023 \$ 235,322.98 *

(*) This amount is reserved on the balance sheet (001-2470019) at FYE.

1
actual CF
@ FYE'23

need to
amend
by \$10,860

(0237-59922)

DMW
911 Wireless Supplemental Grant Funds (dmw 1/11/24)

6

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, 2024, 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, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,875	001-3899010	General Fund - Cash Brought Forward
\$1,875	9001-59917	General Fund Reserves - Reserve for Capital-Jail

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 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance of Jail Reserves at FYE'23 not included in FY'24 budget

✓

JAIL MAINTENANCE RESERVE FUND

BEGINNING BALANCE 10/1/22

53,690.11

FY 2023 RECEIPTS:

LOCAL - Jail Rental Revenue Collected in Excess of Budget

1,875.00 001-3415250

FY 2023 EXPENDITURES:

- 9001-59917

ENDING BALANCE 9/30/23

55,565.11 (*) - Actual CF @
FYE '23

(*) This amount should be reserved on the balance sheet (001-2470030).

This reserve fund is used to track the balance of funds allocated for future capital improvements/repairs to the County jail facility. The funds are generated from jail rental revenue, in excess of that budgeted.

Funds generated are cumulative. All transfers of funds from this account require Board approval. The intent for establishing this fund, was for the County to accumulate funds for MAJOR improvements that may be required in the future, for which the County may otherwise not have the necessary available funding. {Future excess jail rental revenue relies primarily on potential contracts with other Counties for housing their inmates. It is anticipated that the contracts will be minimal in the future.}

Need to
amend
+ 1875



(jail maintenance reserve dmw 1/11/24)

6

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, 2024, 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, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,060,000	001-3355010	SHIP Disaster Funds-IDALIA
Expenditures:		
\$ 301,000	0418-01-53401	Contractual Services
\$ 5,000	0418-01-54902	Legal Advertising
\$ 20,000	0418-01-54977	Recording Fees
\$1,000,000	0418-01-58321	Rehabilitation
\$ 500	0418-01-55101	Office Supplies
\$1,733,500	0418-01-58348	Demolition/Construction

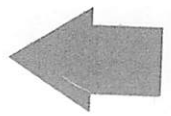
NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles Clerk-Auditor

Chairman

Disaster funding awarded for the 2024 budget year - SHIP Housing Rehab Assistance for qualified homes damaged by Hurricane Idalia

V



Place a

Hurricane Housing Recovery Program Allocation

[illegible]

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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 **AIRPORT FUND** for the fiscal period ending September 30, 2024, 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 **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$500,000	003-3344126	FDOT Design/Constr Taxiway
Expenditures:		
\$500,000	0549-56300	FDOT Design/Constr Taxiway Capital/Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Additional funding received for grant (FY23 - not added to budget)

✓

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$500,000 bringing the revised total cost of the project to \$3,525,321.

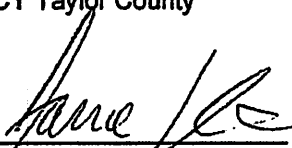
The Department's participation is X increased/ decreased by \$500,000. The Department agrees to participate in the Project cost up to the maximum amount of \$3,525,321, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 
Name: Jamie English
Title: Chairman

By: _____
Name: James M. Knight, P.E.
Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

RESOLUTION

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 **AIRPORT FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

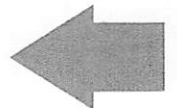
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$37,221	003-3344131	FDOT High Mast Lights Design & Const
Expenditures:		
\$17,221	0523-03-53401	Contractual Services
\$20,000	0523-03-56300	Capital / Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



Please

New Grant

To: Donna.Whitney@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2N18

8/29/2023

CONTRACT INFORMATION

Contract:	G2N18
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY
Vendor ID:	F596000879004
Beginning Date of This Agreement:	08/28/2023
Ending Date of This Agreement:	09/30/2027
Contract Total/Budgetary Ceiling:	ct = \$37,222.00
Description:	Design & Construction of High Mast Lights for Apron at Perry-Foley Apt

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/29/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55022020228
Expansion Option:	A1
Object Code:	740100
Amount:	\$37,222.00
Financial Project:	44195329424
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088719/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$37,222.00

6

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Contractor's Road) FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

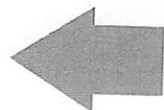
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 54,318	188-3344905	SCOP Grant - Revenue
		SCOP Contractor's Road
\$ 54,318	0361-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



Place

Grant balance at FYE'23 not included in FY'24 budget

✓

Contractor's Road (SCOP) Dept 0361 / Fund 188

BEGINNING BALANCE 4/28/2023 \$ 1,033,614.00

REVENUE*

received \$ 53,140.00 A/R pending

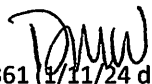
EXPENDITURES \$ (53,140.00)

ENDING BALANCE 09/30/23 \$ 980,474.00

— actual balance
@ FYE'24

*revenue - don't reflect in ending balance - used for informational purposes only

SCOP Contractor's Road dept 0361 (1/11/24 dmw)



SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 14:17:57

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp!edgr.key_orgn='0361'
ACCOUNTING PERIOD: 4/24

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

FUND-188 SCOP - CONTRACTOR'S ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0361 SCOP - CONTRACTOR'S ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	158,607.00	158,607.00	.00	.00	158,607.00	.00
53401	CONTRACTUAL SERVICES	766,849.00	766,849.00	.00	.00	766,849.00	.00
54902	LEGAL ADVERTISING	200.00	200.00	.00	.00	200.00	.00
54907	LICENSE/PERMIT/REGISTRAT	500.00	500.00	.00	.00	500.00	.00
	TOTAL SCOP - CONTRACTOR'S ROA	926,156.00	926,156.00	.00	.00	926,156.00	.00
	TOTAL SCOP - CONTRACTOR'S ROA	926,156.00	926,156.00	.00	.00	926,156.00	.00
	TOTAL REPORT	926,156.00	926,156.00	.00	.00	926,156.00	.00

amt budgeted
FY'24

need to
amend

+ 54,318

Dulles

980,474.00 +

926,156.00 -

000

54,318.00 *

emailed Kenneth -
amend to
0361-53401

6

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (McDaniel Road) FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$182,706	187-3344905	SCOP Grant - Revenue
		SCOP McDaniel Road
\$182,706	0359-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance at FYE'23 not included in FY'24 budget

✓

Place

McDaniel Road (SCOP) Dept 0359 / Fund 187

BEGINNING BALANCE 10/01/22 \$ 1,335,200.00

REVENUE*

received \$ 103,624.50

EXPENDITURES \$ (103,624.50)

ENDING BALANCE 09/30/23 \$ 1,231,575.50

— actual
Balance @
FYE'24

*revenue - don't reflect in ending balance - used for informational purposes only

DMW
SCOP Slaughter Road dept 0348 (1/11/24 dmw)

SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 12:12:41

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: exp!edgr.key_orgn='0359'
ACCOUNTING PERIOD: 4/24

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

FUND-187 SCOP - MCDANIEL RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0359 SCOP - MCDANIEL RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	173,218.00	173,218.00	.00	.00	173,218.00	.00
53401	CONTRACTUAL SERVICES	875,451.00	875,451.00	.00	.00	875,451.00	.00
54902	LEGAL ADVERTISING	200.00	200.00	.00	.00	200.00	.00
	TOTAL SCOP - MCDANIEL RD	1,048,869.00	1,048,869.00	.00	.00	1,048,869.00	.00
	TOTAL SCOP - MCDANIEL RD	1,048,869.00	1,048,869.00	.00	.00	1,048,869.00	.00
TOTAL REPORT		1,048,869.00	1,048,869.00	.00	.00	1,048,869.00	.00

1

Need to
Amend by

\$182,706

Dwiden

11/11/24

emailed Kenneth
Amend to
0359-53401

1,231,575.00 *

1,048,869.00 *

000

182,706.00 *

u

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Ash Street) FUND** for the fiscal period ending September 30, 2024, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

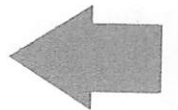
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 10,256	186-3344905	SCOP Grant - Revenue
		SCOP Ash Street
\$ 10,256	0358-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance at FYE'23 more than budgeted in FY'24 budget



Please

✓

Ash Street (SCOP) Dept 0358 / Fund 186

BEGINNING BALANCE 10/01/22 \$ 2,094,636.00

REVENUE*

received \$ 173,652.58

EXPENDITURES \$ (173,652.58)

ENDING BALANCE 09/30/23 \$ 1,920,983.42

- Actual CF
@ FYE'23

*revenue - don't reflect in ending balance - used for informational purposes only

dmw
SCOP Slaughter Road dept 0348 (1/11/24 dmw)

SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 11:53:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp!edgr.key_orgn='0358'
ACCOUNTING PERIOD: 4/24

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

FUND-186 SCOP - ASH STREET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0358 SCOP - ASH STREET

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	271,062.00	271,062.00	.00	2,414.70	230,743.85	.89
53401	CONTRACTUAL SERVICES	1,639,465.00	1,639,465.00	.00	.00	1,639,465.00	.00
54902	LEGAL ADVERTISING	200.00	200.00	.00	.00	200.00	.00
	TOTAL SCOP - ASH STREET	1,910,727.00	1,910,727.00	.00	2,414.70	1,870,408.85	.13
	TOTAL SCOP - ASH STREET	1,910,727.00	1,910,727.00	.00	2,414.70	1,870,408.85	.13
	TOTAL REPORT	1,910,727.00	1,910,727.00	.00	2,414.70	1,870,408.85	.13

Budgeted

need to amend

by \$10,256

1/11/24

0.0

1,920,983.00

1,910,727.00

000

10,256.00 *

emailed Kenneth

Amend to

0358-53401

6

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP/CGIP ROAD PROJECT (Steinhatchee/1st Avenue) FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP/CGIP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 10,147	185-3344904	CTY INC GRT PRG (CIGP) - Revenue
\$224,517	185-3344905	SCOP Grant - Revenue
\$224,517	0354-53401	Contractual Services (SCOP)
\$ 10,147	0354-01-53401	Contractual Services (CIGP)

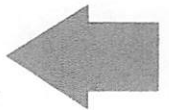
NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance at FYE'23 more than budgeted in FY'24 budget

✓



Please
Sign

SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 09:53:34

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='185'
ACCOUNTING PERIOD: 4/24

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

FUND-185 SCOP/CGIP-STEIN/1ST AVE
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0354 SCOP-STEINHATCHEE/1ST AVE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	294,712.00	294,712.00	.00	.00	294,712.00	.00
53401	CONTRACTUAL SERVICES	1,551,799.00	1,551,629.00	-170.00	.00	1,551,629.00	.00
54902	LEGAL ADVERTISING	.00	170.00	170.00	169.11	.89	99.48
TOTAL SCOP-STEINHATCHEE/1ST A		1,846,511.00	1,846,511.00	.00	169.11	1,846,341.89	.01

Need to amend
by \$224,517

Dwight

1/11/24

0.0

0.

0.0

2,071,028.00 *

1,846,511.00 -

000

224,517.00 *

emailed Kenneth
amend to
0354-53401

SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 09:53:34

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
EXPSTA11

SELECTION CRITERIA: orgn.fund='185'
ACCOUNTING PERIOD: 4/24

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

FUND-185 SCOP/CGIP-STEIN/1ST AVE
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0354-01 CGIP-STEINHATCHEE/1ST AVE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	12,605.00	12,605.00	.00	.00	12,605.00	.00
53401	CONTRACTUAL SERVICES	66,308.00	66,308.00	.00	.00	66,308.00	.00
	TOTAL CGIP-STEINHATCHEE/1ST A	78,913.00	78,913.00	.00	.00	78,913.00	.00
	TOTAL SCOP/CGIP-STEIN/1ST AVE	1,925,424.00	1,925,424.00	.00	169.11	1,925,254.89	.01
	TOTAL REPORT	1,925,424.00	1,925,424.00	.00	169.11	1,925,254.89	.01

Need to amend by

\$ 10,147.

DWELH
1/11/24

emailed Kenneth

amend to

0354-01 - 53401

89,060.00 +
78,913.00 -
000
10,147.00 *

Steinhatchee/1st Ave (SCOP) Dept 0354 Fund 185

BEGINNING BALANCE 10/01/22 \$ 2,217,719.95

REVENUE*

received \$ 146,691.78
\$ - pending A/R

EXPENDITURES \$ (146,691.78)

ENDING BALANCE 9/30/23 \$ 2,071,028.17

- actual FYE'23
Balance

Steinhatchee/1st Ave (CIGP) Dept 0354-01 Fund 185

BEGINNING BALANCE 10/01/22 \$ 95,369.05

REVENUE*

received \$ 6,308.22
\$ - pending A/R

EXPENDITURES \$ (6,308.22)

ENDING BALANCE 9/30/23 \$ 89,060.83

- actual FYE'23
Balance

*revenue - don't reflect in ending balance - used for informational purposes only



SCOP/CIGP - Steinhatchee/1st Ave (0354&0354-01) 1/11/24 dmw

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 **SCRAP ROAD PROJECT (Cedar Island Rd) FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

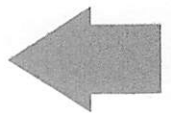
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$20,446	180-3344906	SCRAP Grant - Revenue
		SCRAP Project/Cedar Island Rd
\$20,446	0346-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance at FYE'23 not included in FY'24 budget



Please

✓

SUNGARD PENTAMATION, INC.
DATE: 01/10/2024
TIME: 11:26:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp!edgr.key_orgn='0346'
ACCOUNTING PERIOD: 4/24

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

FUND-180 SCRAP-CEDAR ISLAND RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0346 SCRAP-CEDAR ISLAND RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	125,400.00	125,400.00	.00	.00	125,400.00	.00
53401	CONTRACTUAL SERVICES	384,479.00	384,479.00	.00	.00	384,479.00	.00
	TOTAL SCRAP-CEDAR ISLAND RD	509,879.00	509,879.00	.00	.00	509,879.00	.00
	TOTAL SCRAP-CEDAR ISLAND RD	509,879.00	509,879.00	.00	.00	509,879.00	.00
TOTAL REPORT		509,879.00	509,879.00	.00	.00	509,879.00	.00

Budgeted
amt FY'24

need to
amend/increase

Budget by

\$20,446

bw

1/10/24

emailed Kenneth
amend to
0346-53401

000

530,325.00

509,879.00

20,446.00 *

Cedar Island Road (SCRAP) Dept 0346 / Fund 180

BEGINNING BALANCE 10/01/22 \$ 530,325.00

REVENUE

received \$ -

EXPENDITURES

\$ -

ENDING BALANCE 9/30/23 \$ 530,325.00

7
actual CF @
FYE 23

*revenue - don't reflect in ending balance - used for informational purposes only

DMW

SCRAP Cedar Island Road dept 0346 (1/10/24 dmw)

u

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Slaughter Road) FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

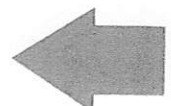
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$130,096	182-3344905	SCOP Grant - Revenue
\$130,096	0348-53401	SCOP Slaughter Road Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



Place

Balance at FYE'23 not included in FY'24 budget

✓

SUNGARD PENTAMATION, INC.
DATE: 01/11/2024
TIME: 08:10:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='182'
ACCOUNTING PERIOD: 4/24

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

FUND-182 SCOP-SLAUGHTER ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0348 SCOP-SLAUGHTER ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	36,958.00	36,958.00	.00	16,016.69	20,859.76	43.34
53401	CONTRACTUAL SERVICES	242,643.00	242,643.00	.00	51,966.24	-145,494.96	21.42
	TOTAL SCOP-SLAUGHTER ROAD	279,601.00	279,601.00	.00	67,982.93	-124,635.20	24.31
	TOTAL SCOP-SLAUGHTER ROAD	279,601.00	279,601.00	.00	67,982.93	-124,635.20	24.31
TOTAL REPORT		279,601.00	279,601.00	.00	67,982.93	-124,635.20	24.31

amt budgeted
Fy'24

need to amend
by \$130,096

DWelch
1/11/24

409,697.00 +
279,601.00 -
000
130,096.00 *

emailed Kenneth
Amend to
0348-53401

Slaughter Road (SCOP) Dept 0348 / Fund 182

BEGINNING BALANCE 10/01/22 \$ 1,091,152.86

REVENUE*

received \$ -

EXPENDITURES

\$ (681,455.46)

ENDING BALANCE 09/30/23

\$ 409,697.40

- Actual Balance
@ FIE'23

*revenue - don't reflect in ending balance - used for informational purposes only

DMW
SCOP Slaughter Road dept 0348 (1/11/24 dmw)

RESOLUTION

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 **SCRAP ROAD PROJECT (Slaughter Rd) FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2024.

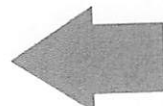
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$346,487	181-3344906	SCRAP Grant - Revenue
		SCRAP Project/Slaughter Rd
\$ 50,000	0347-53101	Professional Services
\$296,487	0347-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Grant balance at FYE'23 more than amount budgeted in FY'24 budget



Diana

✓

SUNGARD PENTAMATION, INC.
DATE: 01/10/2024
TIME: 11:42:19

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp!edgr.key_orgn='0347'
ACCOUNTING PERIOD: 4/24

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

FUND-181 SCRAP-SLAUGHTER RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0347 SCRAP-SLAUGHTER ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	36,997.00	36,997.00	.00	5,836.07	18,798.99	15.77
53401	CONTRACTUAL SERVICES	1,483,241.00	1,483,241.00	.00	95,412.07	770,604.36	6.43
	TOTAL SCRAP-SLAUGHTER ROAD	1,520,238.00	1,520,238.00	.00	101,248.14	789,403.35	6.66
	TOTAL SCRAP-SLAUGHTER RD	1,520,238.00	1,520,238.00	.00	101,248.14	789,403.35	6.66
TOTAL REPORT		1,520,238.00	1,520,238.00	.00	101,248.14	789,403.35	6.66

Amt budgeted
FY'24
Need to amend
by \$ 346,488

Duehl
11/11/24

emailed Kenneth
amend to

0347-53101 \$ 50,000

0347-53401 \$ 296,487

1,866,726.00 *
1,520,238.00 -
000
346,488.00 *

Slaughter Road (SCRAP) Dept 0347 / Fund 181

BEGINNING BALANCE 10/01/22 \$ 1,233,477.14

REVENUE*

received \$ -

amendment additional funds FY23 \$ 1,830,661.00

EXPENDITURES \$ (1,197,412.07)

ENDING BALANCE 09/30/23 \$ 1,866,726.07

- actual balance
FY'23

*revenue - don't reflect in ending balance - used for informational purposes only

DMW
SCRAP Slaughter Road dept 0347 (1/10/24 dmw)

RESOLUTION

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 a SHORTFALL of monies for a particular purpose which caused the **FDOT Grant/EDTPF(Paving) FUND** for the fiscal period ending September 30, 2024, to be less than that of the advertised budget.

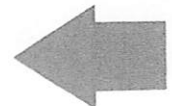
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **FDOT Grant/EDTPF FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(4,785)	168-3899010	Cash Carry Forward
\$(4,785)	0328-56400	Capital Outlay - Equipment

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 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



Balance at FYE'23 less than budgeted in FY'24 budget

SUNGARD PENTAMATION, INC.
DATE: 01/10/2024
TIME: 11:07:03

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPST11

SELECTION CRITERIA: exp!edgr.key_orgn='0328'
ACCOUNTING PERIOD: 4/24

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

FUND-168 FDOT/EC DEV TRANSPORTATN
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0328 FDOT/EDTPF GRANT(PAVING)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
54100	COMMUNICATIONS	600.00	600.00	.00	.00	600.00	.00
54630	R&M OFFICE MACHINES/EQUI	1,250.00	1,250.00	.00	.00	1,250.00	.00
55230	COMPUTER SOFTWARE	2,000.00	2,000.00	.00	.00	2,000.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	9,081.00	9,081.00	.00	.00	9,081.00	.00
56402	CAPITAL OUTLAY/SOFTWARE	5,000.00	5,000.00	.00	.00	5,000.00	.00
	TOTAL FDOT/EDTPF GRANT(PAVING)	17,931.00	17,931.00	.00	.00	17,931.00	.00
	TOTAL FDOT/EC DEV TRANSPORTAT	17,931.00	17,931.00	.00	.00	17,931.00	.00
TOTAL REPORT		17,931.00	17,931.00	.00	.00	17,931.00	.00

Amt budgeted
FY'24
need to amend/reduce
by (\$4785)

Reduce = 0328 - 56400

0.0

13,146.00 +

17,931.00 -

000

4,785.00 - *

DWELIN
1/10/24

SUNGARD PENTAMATION, INC.
DATE: 01/10/2024
TIME: 11:04:32

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: exp!edgr.key_orgn='0328'
ACCOUNTING PERIOD: 13/23

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

FUND-168 FDOT/EC DEV TRANSPORTATN
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0328 FDOT/EDTPF GRANT(PAVING)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
54100	COMMUNICATIONS	600.00	600.00	.00	.00	600.00	.00
54630	R&M OFFICE MACHINES/EQUI	.00	1,250.00	1,250.00	1,250.00	.00	100.00
55230	COMPUTER SOFTWARE	2,000.00	750.00	-1,250.00	.00	750.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	11,581.00	11,581.00	.00	2,653.47	8,927.53	22.91
56402	CAPITAL OUTLAY/SOFTWARE	5,000.00	5,000.00	.00	1,395.00	3,605.00	27.90
	TOTAL FDOT/EDTPF GRANT(PAVING)	19,181.00	19,181.00	.00	5,298.47	13,882.53	27.62
	TOTAL FDOT/EC DEV TRANSPORTAT	19,181.00	19,181.00	.00	5,298.47	13,882.53	27.62
TOTAL REPORT		19,181.00	19,181.00	.00	5,298.47	13,882.53	27.62

↓
2022
Actual CF = 18,444.36
(737.)

18444.36
(5298.47)

13,145.89 = actual
CF @
FYE'23

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 a SHORTFALL of monies for a particular purpose which caused the CDBG GRANT FUND for the fiscal period ending September 30, 2024, to be in less than that of the advertised budget.

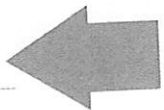
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the CDBG GRANT FUND budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$(9,167)	112-3316201	CDBG Grant - Housing
Expenditures:		
\$(9,167)	1200-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



Please
CICM

Grant Balance at FYE'23 less than amount included in FY'24 budget

SUNGARD PENTAMATION, INC.
DATE: 01/12/2024
TIME: 10:06:34

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp!edgr.key_orgn='1200'
ACCOUNTING PERIOD: 4/24

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

FUND-112 CDBG GRANT FUND
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-1200 CDBG GRANT (HOUSING)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	44,170.00	44,170.00	.00	4,333.34	11,003.39	9.81
54902	LEGAL ADVERTISING	500.00	500.00	.00	.00	500.00	.00
54977	RECORDING FEES	1,200.00	1,200.00	.00	.00	1,200.00	.00
58321	REHABILITATION	125,000.00	125,000.00	.00	725.00	124,275.00	.58
58346	TEMPORARY RELOCATION	1,000.00	1,000.00	.00	.00	1,000.00	.00
58348	DEMOLITION/CONSTRUCTION	543,000.00	543,000.00	.00	.00	543,000.00	.00
	TOTAL CDBG GRANT (HOUSING)	714,870.00	714,870.00	.00	5,058.34	680,978.39	.71
	TOTAL CDBG GRANT FUND	714,870.00	714,870.00	.00	5,058.34	680,978.39	.71
TOTAL REPORT		714,870.00	714,870.00	.00	5,058.34	680,978.39	.71

Budgeted
amt @ FY'24
need to amend
(9167)

705,703.00 +
714,870.00 =
000
9,167.00 - *

Reduce
1200-53401

Dwelch
1/12/24

SUNGARD PENTAMATION, INC.
DATE: 01/12/2024
TIME: 10:07:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='1200'
ACCOUNTING PERIOD: 13/23

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

FUND-112 CDBG GRANT FUND
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-1200 CDBG GRANT (HOUSING)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	55,000.00	59,166.65	4,166.65	26,000.04	33,166.61	43.94
54902	LEGAL ADVERTISING	1,300.00	1,300.00	.00	.00	1,300.00	.00
54977	RECORDING FEES	3,000.00	1,572.35	-1,427.65	335.70	1,236.65	21.35
58321	REHABILITATION	125,000.00	125,000.00	.00	.00	125,000.00	.00
58346	TEMPORARY RELOCATION	2,000.00	2,000.00	.00	.00	2,000.00	.00
58348	DEMOLITION/CONSTRUCTION	543,000.00	543,000.00	.00	.00	543,000.00	.00
	TOTAL CDBG GRANT (HOUSING)	729,300.00	732,039.00	2,739.00	26,335.74	705,703.26	3.60
	TOTAL CDBG GRANT FUND	729,300.00	732,039.00	2,739.00	26,335.74	705,703.26	3.60
	TOTAL REPORT	729,300.00	732,039.00	2,739.00	26,335.74	705,703.26	3.60

Balance @ FYE '23

7

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be LESS than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(5,291)	001-3899010	General Fund-Cash Brought Forward
\$(5,291)	0227-59922	E911 - Sinking Fund/Reserve

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 20th day of February, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance of designated funding at FYE'23 was less than amount budgeted in FY'24 budget

Please
Circulate

✓

EMERGENCY 911 FUND

BEGINNING BALANCE 10/1/22 \$ 18,666.65

RECEIPTS 001-3631150 \$ 19,536.81
911 Access Fee/Local Exch \$ 19,536.81
Special Disbursement \$ -

EXPENDITURES #0227 \$ (29,735.81)
OPERATING EXPENSE \$ (7,207.60)
CAPITAL OUTLAY \$ -
subtotal \$ (7,207.60)

TRANSFER TO SHERIFF - \$ (22,528.21)
Expenditures incurred by Sheriff for
911 Coordinator (salaries & benefits)
***transferred out of sinking fund into other 911 accounts**

ENDING BALANCE 9/30/2023 \$ 8,467.65 (*) - Actual

(This balance does not include 911 Wireless/State or 911 Supplemental Wireless/State funds, which are reported separately)

(*) This amount is reserved on the balance sheet (001-2470009).

Receipts coincide with State FY 07/01-06/30

E911 Fund (dmw 1/11/24)

CF @
FYE '23

Need to
Amend Budget
(5291)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Amendment to the Indigital 9-1-1 Services And Software License Agreement



MEETING DATE REQUESTED: 02/20/2024

Statement of Issue: Taylor County completely cut over to the Indigital network on 06/07/2023. Indigital is now ready to start billing Taylor County for services. An amendment to the contract was sent due to an oversight in the accounting total for the monthly recurring charges in the original contract established 07/11/2022.

Recommended Action: Sign amended contract.

Fiscal Impact: None as the monthly reoccurring cost were originally calculated wrong, text to 911 is a service we have had, paid for annually prior to Next Generation Core Services billing.

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Dakota Cruce

Contact: 850-838-1104 or dakota.cruce@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: An amendment to the contract was sent due to an oversight in the accounting total in the original contract established 07/11/2022. The amended contract corrects the network cost of \$792.94 that was originally left out from the total monthly reoccurring cost. Additional text to 911 was established in 2020 and billed annually in the amount of \$1,047.98. I requested text to 911 be added as a monthly recurring charge. The cost would be \$87.33 monthly vs. \$1,047.98 annually. There is no cost change for text to 911 to be billed monthly vs. annually, and this minimizes PO's and invoices.

Options:

1. Sign amended contract.
2. Do not sign amended contract.

Attachments:

1. Amended contract.
2. County attorney feedback.
3. Email to Mrs. Lawanda to provide to Mr. Bishop explaining the reason for the amended contract.
4. Original signed contract with Mr. Bishop's original feedback.

9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this “**Agreement**”), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer’s emergency telephone system in the Territory.

Type of Agreement/Document

- ☐ Original Agreement
☒ Amendment

2. Parties/ Notices:

INdigital:

Communications Venture Corporation INdigital, Inc (d/b/a INdigital) (“INdigital”)

1616 Directors Row
Fort Wayne, IN 46808
Phone: (260) 469-2010
E-mail: contracts@indigital.net
Attention: Contract Administration

Customer:

Taylor County (“Customer” and together with INdigital, the “Parties”, and, each, individually, a “Party”)

Address: 591 US Highway 27
Perry, Florida 32347
Phone: 850.584.2429
E-mail: dakota.cruce@taylorsheriff.org
Contact Person: Dakota Cruce

3. Effective Date

01/04/2024 (“Effective Date”).

4. Software

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

5. Territory

Taylor County, Florida (“Territory”).

6. Permitted Use

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory (“Permitted Use”).

7. Installation

INdigital will deliver and install one (1) copy of the Software to Customer.

8. Maintenance Releases

During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.

9. License Fee

Fee: \$144,359.40 See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.

10. Additional Charges

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing such additional services.

11. Term

Initial Term: From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

Renewal Terms: This Agreement will automatically renew for additional successive twelve (12)-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

12. Exhibits

- ☐ **Exhibit A** – General Terms and Conditions of 9-1-1 Services and Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- ☐ **Exhibit B** – Designated Sites
- ☒ **Exhibit C** - Software / Services Description
- ☒ **Exhibit D** – Price List

13. Other Agreements between Parties

- ☐ Equipment Purchase and Sale Agreement
- ☐ Support and Maintenance Agreement

14. Representative

Name: Holly Peacock

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

Name:
Title:
Date:

INDIGITAL INC:

**COMMUNICATION VENTURE CORPORATION (D/B/A
INDIGITAL)**

Name: Jeff Humbarger
Title: CFO
Date:

Exhibit B
Designated Site(s)

591 US Highway 27
Perry, FL 32347

Exhibit C
Software / Services Description

1. Database Services –

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Taylor County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALi service (wireless, VoIP - using pANi) will be provided by INdigital,

2. Routing Services –

INdigital will design and deploy a NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

3. Network Services –

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

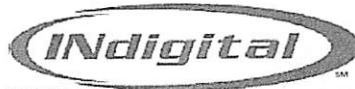
4. MEVO Services –

The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality. The MEVO phone devices have been included for each 911 position.

5. Text Services -

INdigital Text to 9-1-1 services is a text control service that enables Short Message Service (SMS) text to the 9-1-1 PSAP that subscribes to the service. The Customer will receive the SMS messages from the major carriers. This inbound service will be enabled through a browser-based interface. This service is considered a best effort service and is not regulated.

Exhibit D
Price List



Taylor County Revised for Combined Billing - 01-03-2024

Population Served

21,796

Line	Quantity	Description	Accounting Metric	Unit Price	Line Total
1		Monthly Recurring Charges			
2		NGCS Core Services			
3	1	Location Services	Population	\$435.92	\$435.92
4	1	I3 Routing Services	Population	\$1,089.80	\$1,089.80
5	1	Network Services - Actual cost for diverse carriers*	PSAP	\$792.94	\$792.94
6	1	Text for 911 - Texty	Population	\$87.33	\$87.33
7	1	MEVO Disaster Recovery	Population	\$0.00	\$0.00
8		NGCS Monthly Recurring Subtotal			\$2,405.99
9		Monthly Total (MRC)			\$2,405.99

Milestone 1- NRC Due at Contract Signature
Milestone 2 - Network Charges start at Phase 1
Milestone 3 - Full MRC starts a completion of Phase 2

Year 1 Cost	\$28,871.88
Year 2 Cost	\$28,871.88
Year 3 Cost	\$28,871.88
Year 4 Cost	\$28,871.88
Year 5 Cost	\$28,871.88
Five Year Total	\$144,359.40

* Network will be actual cost for diverse carriers

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Friday, February 2, 2024 12:24:46 PM
To: Dakota Cruce <dakota.cruce@taylorsheriff.org>
Subject: Fwd: Indigital

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting the attachment and know the content is safe. Please call the sender if you were not expecting the attachment but know the sender.

FYI... can we place this on the 2/20 agenda ?
Sent from my iPhone

Begin forwarded message:

From: The Bishop Law Firm <lawbishop@fairpoint.net>
Date: February 2, 2024 at 11:38:20 AM EST
To: LaWanda Pemberton <lpemberton@taylorcountygov.com>
Cc: Gary Knowles <gknowles@taylorclerk.com>, Salina Grubbs <sgrubbs@taylorclerk.com>
Subject: Indigital

LaWanda,

This letter will confirm our telephone conversation of 2/2/24.

I have reviewed the above and it looks okay to me.

Thank you and I hope you are doing fine.

Conrad C. Bishop, Jr.

Karen Parker

Legal Secretary
The Bishop Law Firm, P.A.
Attorneys at Law
Post Office Box 167
Perry, FL 32348
850-584-6113
850-584-2433 facsimile
karenparker@fairpoint.net
lawbishop@fairpoint.net

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From: Dakota Cruce
Sent: Friday, January 5, 2024 10:01 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: Holly Peacock <hpeacock@indigital.net>
Subject: Amended Contract with Indigital

Good morning,

Please see 2 things below..

Indigital is ready to start billing Taylor County monthly for our Next Generation Core Services. We have completely cut over to Indigital network as of June 7th, 2023.

Mrs. Holly Peacock, Florida Market Manager for Indigital reached out to me due to an oversight in the accounting on the original contract that was established 07/11/2022 by her predecessor and communicated through Taylor County's previous coordinator. After much conversation and explanation, Mrs. Holly has submitted the amended contract (see second attachment.)

The Amended Contract shows the correct total monthly recurring charges that reflect the actual cost of each item when added, including network cost of \$792.94 which was an oversight in the original document. This correction can be found on Exhibit D of the amendment. The Original Contract (see first attachment) did originally include the line item of network cost of \$792. 94; however, when calculating the complete total of monthly recurring charges the network cost of \$792.94 was mistakenly left off.

Texty (text to 911) is a service we had previously purchased and being utilized prior to adding Next Generation Core Services. This service is currently being billed yearly for a total of \$1,047.98. In Exhibit D you can see that Texty has a cost item line of \$87.33 on the Amended Contract vs. the Original Contract cost of \$0.00 since it was billed yearly. I requested Texty be billed monthly to have all services paid at once and to minimize PO's. There is no cost difference between the yearly cost of \$1,047.98 vs monthly recurring charge of \$87.33.

On the Amended Contract Exhibit C vs. the Original Contract Exhibit C you will notice, Indigital updated "#4 MEVO Services" to reflect they have supplied one phone to each position without any cost to the county. That is reflected as the zero cost quoted on Exhibit D.

Please review and have Mr. Bishop look over the contract as well. The Amended Contract will need to be signed, please let me know if I need to provide packets for the board once I receive the attorneys feedback.

Once approved, Indigital will begin our monthly billing to include Texty. We have previously paid for Texty through January 16th, 2024, so Texty will be prorated for this month and then start monthly in February.

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

MEVO Phones/ NEXT GEN Core Services

**Meeting Date:**

June 6th, 2022

Statement of Issue: 911 Backup system as well as moving forward with NEXT GEN as to comply with the
 . State of Florida's regulations. This will also consolidate expenses to save money.

Recommendation: Purchase MEVO Phones and move forward with NEXT GEN Core Services

Fiscal Impact: \$ 29,898.51

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Katie Morrison

Contact: 850-838-1104 or katie.morrison@taylorsherrif.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: INdigital created the MEVO phone, and no other company has yet to produce something similar.
 Our current vendors are partnered with INdigital, which will cover assistance and maintenance on the product.
 Next Gen is being state mandated, and this purchase will allow Taylor to comply. INdigital's NEXT GEN core services will help consolidate several 911 bills, saving ten thousand dollars per year.
 Taylor County still does not have a back up 911 PSAP in care of disaster or emergency.

Options: 1. Purchase phone system and NEXT GEN Core Services

2. Not make purchase

Attachments: 1. Sole Source Certificate

2. Sole Source Letter from INdigital

3. INdigital price quote

4. MEVO Anywhere Kit break down

5. Existing services vs INdigital breakdown

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 1966-2019
(850) 584-6113
FAX (850) 584-2433

July 5, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Stacy Roberts
Market Manager/INdigital
1616 Directors Row
Fort Wayne, IN 46808
sroberts@indigital.net

Re: INdigital Contract

Dear Ms. Roberts:

Thank you for your e-mail of June 30, 2022, with the changes I requested in the above-mentioned Contract.

I am by copy of this advising our County Administrator and Clerk, Hon. Gary Knowles that the said Contract is ready to be brought before the Board.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

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

ORIGINAL**9-1-1 SERVICES AND
SOFTWARE LICENSE AGREEMENT**

This 9-1-1 Services and Software License Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.

Type of Agreement/Document

☒ Original Agreement

☐ Amendment

2. Parties/Notices:**INdigital:**

Communications Venture Corporation (d/b/a INdigital)
("INdigital")

1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: contracts@indigital.net
Attention: Contract Administration

Customer:

Taylor County ("Customer" and together with INdigital, the
"Parties", and, each, individually, a "Party")

Address: 591 US Highway 27
Perry, FL 323

Phone: 850-838-1104
E-mail: katie.morrison@taylorsheriff.org
Contact Person: Katie Morrison

3. Effective Date

_____ ("Effective Date").

4. Software

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

5. Territory

Taylor County, Florida ("Territory").

6. Permitted Use

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("Permitted Use").

UNRECORDED

7. Installation

INDigital will deliver and install one copy of the Software to Customer.

8. Maintenance Releases

During the Term, INDigital will provide Customer with all Maintenance Releases that INDigital may make generally available to its licensees at no additional charge.

9. License Fee

Fee: See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INDigital charges for the Software.

10. Additional Charges

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INDigital for out-of-pocket expenses incurred by it in connection with performing such additional services.

11. Term

Initial Term: From Effective Date until five (5)-year anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

Renewal Terms: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

12. Exhibits

☒ **Exhibit A – General Terms and Conditions of Software License** (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).

☒ **Exhibit B – Designated Sites**

☒ **Exhibit C – Software/Services Description**

☒ **Exhibit D – Payment and Fees**

13. Other Agreements between Parties

☐ **Equipment Purchase and Sale Agreement**
☐ **Support and Maintenance Agreement**

14. Representative

Name: Stacy Roberts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Taylor County

CUSTOMER:

Thomas Demps

Thomas Demps

Name: Chair

Title:

Date: 7.11.2022

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A
INDIGITAL)

DocuSigned by:

Jeff Humbarger

Name: Jeff Humbarger

Title: CFO

Date:

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

1. DEFINITIONS. Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

- 1.1. "Acceptance Testing" has the meaning set forth in Section 4 of these Terms.
- 1.2. "Action" has the meaning set forth in Section 8.2(d) of these Terms.
- 1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.
- 1.5. "Confidential Information" has the meaning set forth in Section 5.1 of these Terms.
- 1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that

include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

- 1.7. "Customer" has the meaning set forth in the preamble to these Terms.
- 1.8. "Designated Sites" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.
- 1.9. "Disclosing Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.10. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.11. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.12. "Force Majeure Event" has the meaning set forth in Section 14.1 of these Terms.
- 1.13. "Indemnatee" has the meaning set forth in Section 11.3 of these Terms.
- 1.14. "Indemnitor" has the meaning set forth in Section 11.3 of these Terms.
- 1.15. "INdigital" has the meaning set forth in the preamble to these Terms.
- 1.16. "INdigital Indemnatee" has the meaning set forth in Section 11.2 of these Terms.
- 1.17. "Initial Term" has the meaning set forth in Section 9.1 of these Terms.
- 1.18. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

- protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.19.** "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20.** "Loss" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21.** "Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22.** "New Version" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23.** "Parties" has the meaning set forth in the preamble to these Terms.
- 1.24.** "Party" has the meaning set forth in the preamble to these Terms.
- 1.25.** "Payment Failure" has the meaning set forth in Section 9.3(a) of these Terms.
- 1.26.** "Permitted Use" has the meaning set forth in Section 6 of the Agreement.
- 1.27.** "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.28.** "Receiving Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.29.** "Renewal Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.30.** "Representatives" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31.** "Software" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.32.** "Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.33.** "Territory" has the meaning set forth in Section 5 of the Agreement.
- 1.34.** "Third-Party Materials" means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.
- 1.35.** "Warranty Period" has the meaning set forth in Section 10.2 of these Terms.
- 2. LICENSE.**
- 2.1. License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. **USE RESTRICTIONS.** Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of:
 - (i) benchmarking or competitive analysis of the Software;
 - (ii) developing, using or providing a competing software product or service; or
 - (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- (i) use the Software in or in connection with

the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

- (j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. **DELIVERY AND INSTALLATION.** INdigital shall deliver and install one copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("Acceptance Testing") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

1.1. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
- (b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

6. FEES AND PAYMENT.

6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

6.4. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

6.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due, including attorneys' fees, court costs and

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

collection agency fees; and

(b) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

6.6. No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. **INTELLECTUAL PROPERTY RIGHTS.**

8.1. **Intellectual Property Ownership.** Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will

remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. **Customer Cooperation and Notice of Infringement.** Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

8.3. No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

9. TERM AND TERMINATION.

9.1. Initial Term. The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 10 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 10 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

9.3. Termination. The Agreement may be terminated at any time:

(a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("Payment Failure");

(b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;

(c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);

(d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or

foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

(e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

9.4. Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:

(a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

(i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

(ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

(iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

(b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of 90 days from the Effective Date (the "Warranty Period"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

10.4. Exceptions. Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

- (a) Software, or the media on which it is

provided, that is modified or damaged by Customer or its Representatives;

- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;

- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;

- (e) the operation of, or access to, Customer's or a third party's system or network;

- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;

- (g) Customer's material breach of any provision of the Agreement (including these Terms);

- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or

- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:

- (a) replace any damaged or defective media on which INdigital supplied the Software;
- (b) amend, supplement or replace any

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

incomplete or inaccurate Documentation;

- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT

INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

11.1. INdigital Indemnification. INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
 - (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or
 - (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;
- (e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;
- (f) use of the Software after INdigital's notice to Customer of such activity's alleged or

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation

under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

11.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4. Mitigation. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

12. **EXPORT REGULATION.** Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

13. **FORCE MAJEURE.**

13.1. **No Breach or Default.** In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

13.2. **Obligations.** In the event of any failure

or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14. **MISCELLANEOUS.**

14.1. **Further Assurances.** On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

14.2. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

14.3. **Notices.** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.4. **Interpretation.** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

14.5. Headings. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

14.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

14.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

14.9. Amendment and Modification; Waiver. No amendment to, modification of, or

rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

14.11. Governing Law; Submission to Jurisdiction. Venue of any litigation as a result of this agreement will exclusively be in the State Court (Florida) in and for Taylor County, Florida. The agreement will be governed by the laws of the State of Florida.

14.12. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.13. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

EXHIBIT B
Designated Sites

591 US Highway 27
Perry, FL 32347

EXHIBIT C

Software / Services Description

1. Database Services –

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Taylor County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALI service (wireless, VoIP - using pANi) will be provided by INdigital,

2. Routing Services –

INdigital will design and deploy a NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

3. Network Services –

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

4. MEVO Services –

A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed as a MEVO Anywhere Kit. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.

EXHIBIT D **Payments and Fees**

Taylor County FL NGCS price matrix
INdigital NGCS platform
5/27/22



line	MSRP	
population served	21,796	
feature description		
Database	\$435.92	
Routing Services	\$1,089.80	
Network - see note below	\$792.94	
Text - already using	\$0.00	optional
Mevo (or \$85 per phone/mo)	\$0.00	optional
Monthly recurring cost for 911 services	\$1,525.72	
Optional services	\$0	
Total w/options	\$1,525.72	
Service Setup costs		
PSAP conversion (IN450059)	\$1,583.69	
Redundant PSAP router	\$9,480.00	
MEVO Anywhere and TIG	\$16,826.69	
FirstNET hardware and NRC	\$2,208.13	

or (ala carte)
\$0.020
\$0.050
\$0.049
\$0.010
\$0.010

Set up Fees \$29,898.51
Monthly Recurring Fees \$1,525.72

Note: Network quoted is a Comcast 40Mb EDI/30, a Comcast 200x20 VPN connection and a FirstNet LTE backup.

Total NRC's \$29,898.51

Total MRC's \$1,525.72

NOTE: NRC's billed at signing of the contract.

MRC's/annual billed at service cut.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify the Chairman's signature on the Perry-Foley Airport AVGAS Infrastructure Project grant application to the Florida Commerce, Florida Rural Infrastructure Fund Program requesting funding assistance in the amount of \$304,500 for the purchase and installation of a new AVGAS fuel system at the Airport.

MEETING DATE REQUESTED:

February 20, 2024

Statement of Issue: Board to ratify the Chairman's signature on the Florida Rural Infrastructure Fund Program grant application.

Recommended Action: Ratify the Chairman's signature.

Fiscal Impact: The County is requesting funding assistance in the amount of \$304,500. The AVGAS project has a total cost of \$929,500 and the County has been awarded a FDOT Aviation grant in the amount of \$625,000 for the project. The County will not be required to provide a cash match.

Budgeted Expense: Not applicable at this time

Submitted By: Melody Cox, Grants Writer
Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved moving forward with the grant application at the February 5, 2024 meeting. The County was recently notified the existing AVGAS fuel system has internal leaks due to the age of the system and will most likely not pass the next DEP inspection. If the system cannot pass inspection, the airport will lose their license and ability to sell AVGAS fuel to aircraft. In 2023, the Airport sold 47,343 gallons of AVGAS fuel totaling \$245,349.52. The County was recently awarded a RIF grant in the amount of \$300,000 for the Feasibility Study, design, engineering, and permitting of the proposed Steinhatchee Coastal Park (Woods).

Attachments: Florida Rural Infrastructure Fund Program grant application.

FLORIDACOMMERCE

Rural Infrastructure Fund Hurricane Idalia Impacted Communities Application for Funding

Applicant: Taylor County Board of County Commissioners

(Name of Applicant)

Project Title: Perry-Foley Airport AVGAS Infrastructure Project

(Name of Project)

State Fiscal Year 2023-2024

Application Date: February 5, 2024

Mailing Address: Florida Department of Commerce
Bureau of Small Cities and Rural Communities
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405

Web: <https://www.FloridaJobs.org/RIF>

Contents

Application Form

Part I – Applicant Profile

Part II – Project Description and Timeline

Part III – Economic Narrative

Part IV – Project Budget

Part V – Sources and Uses of Non-Rural Infrastructure Funds (RIF)

Part VI – Participating Party Information (if applicable)

Part VII – Application Authorization

Application Instructions

Part I – Applicant Profile

Part II – Project Description and Timeline

Part III – Economic Narrative

Part IV – Project Budget

Part V – Sources and Uses of Non-Rural Infrastructure Funds (RIF)

Part VI – Participating Party Information (if applicable)

Part VII – Application Authorization

Part I – Applicant Profile

Applicant Contact Information:

Entity Name: Taylor County Board of County Commissioners		
Street Address: 201 E. Green Street		
Mailing Address (if different):		
City: Perry	Zip Code: 32347	County: Taylor
Main Telephone: 850-838-3500	Main Facsimile: 850-838-3501	Federal ID Number: 59-6000879
Unique Entity Identifier in SAM.gov: REHMLLBHALS6	Entity's Name in SAM.gov: Taylor County Board of County Commissioners	

Chief Elected Official: Jamie English	Title: Chairman
Telephone: 850-838-6766	Facsimile: 850-838-3501
E-mail Address: jenglish@taylorcountygov.com	

Chief Financial Officer: Dannielle Welch	Title: Finance Director
Telephone: 850-838-3506	Facsimile:
E-mail Address: dwelch@taylorclerk.com	

Applicant Project Contact: LaWanda Pemberton	Title: County Administrator
Street Address: 201 E. Green Street	
City: Perry	Zip Code: 32347
Direct Telephone: 850-843-5381	Facsimile: 850-838-3501

E-mail Address: Lpemberton@taylorcountygov.com		
Application Preparer Information		
Preparer's Name: Melody Cox	Organization Preparing Application:	
	<input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Private Company <input type="checkbox"/> Regional Planning Council	
Street Address: 201 E. Green Street		
City: Perry	State: Florida	Zip Code: 32347
Telephone: 850-371-0377	Facsimile: 850-838-3501	
E-mail Address: melody.cox@taylorcountygov.com		

Consultant Information (if applicable)		
Consultant's Name:	<input type="checkbox"/> Private Company <input type="checkbox"/> Regional Planning Council	
Street Address:		
City:	State:	Zip Code:
Telephone:	E-mail Address:	

Demographics and Area Data		
U.S. Congressional District Number: 2nd	Florida Senate District Number: 3rd	Florida House District Number: 7th
Total Population: 21,815	Unemployment Rate: 3.9%	Poverty Rate: 19.5%
Source: Census.gov	Source: North Florida Economic Development Partnership	Source: Census.gov
Source Date: 01-23-2024	Source Date: 01-23-2024	Source Date: 01-23-2024

Indicate what RIF grant category is being applied for: <input checked="" type="checkbox"/> Total Project Participation Grant <input type="checkbox"/> Project Planning and Preparation Grant <input type="checkbox"/> Preclearance Review Grant		
Indicate the total amount of RIF funding being requested:		
Indicate the Hurricane Idalia Impacted County in which the applicant community is located: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Columbia County</div> <div style="width: 33%;"><input type="checkbox"/> Hamilton County</div> <div style="width: 33%;"><input type="checkbox"/> Levy County</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Taylor County</div> <div style="width: 33%;"><input type="checkbox"/> Dixie County</div> <div style="width: 33%;"><input type="checkbox"/> Jefferson County</div> <div style="width: 33%;"><input type="checkbox"/> Madison County</div> <div style="width: 33%;"><input type="checkbox"/> Gilchrist County</div> <div style="width: 33%;"><input type="checkbox"/> Lafayette County</div> <div style="width: 33%;"><input type="checkbox"/> Suwannee County</div> </div>		
Answer the following questions by clicking on the correct check box.		
Historic Preservation Will the project impact a building, public improvement, or planned open space that is 50 or more years old? If yes, include the documentation specified in the application instructions.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Interlocal Agreement For local government applicants: will project activities require an interlocal agreement? If yes , the interlocal agreement(s) must be included.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Regulatory Action Are improvements being made in this project to inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth? If yes , include a copy of the letter citing the regulatory action.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Catalyst Site Is the project related to preclearance review and also located within a catalyst site as defined in Section 288.061, Florida Statutes? If yes , include a map showing the boundary of the catalyst site and the project boundary within.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Comprehensive Plan Is the proposed project consistent with the applicant's Comprehensive Plan? The answer must be yes in order for the project to be funded through the RIF program and supporting documentation must be included with the application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Part II – Project Description and Timeline

Project Description

Describe the proposed project in no more than three sentences:

The project consists of the construction and installation of new AVGAS fuel system infrastructure at Perry-Foley Airport. FDOT Aviation will be a project partner providing \$625,000 of the project cost. The County was informed that the aged, outdated infrastructure and tank does not meet current FDEP regulatory standards, and the fuel system is critical for airport operations.

Clearly summarize the proposed project as outlined in the application instructions.

Taylor County is requesting funding assistance for the construction of new concrete infrastructure and the installation of a 15,000-gallon AVGAS tank and fuel system at Perry-Foley Airport. The existing fuel system has aged and has internal leaks and needs replacement as soon as possible. The County has been informed the existing system will more than likely not pass the next DEP inspection, due to regulatory standards, thus losing their license to sell AVGAS fuel. This would be devastating as being able to provide and sell aviation fuel is critical to keep the airport fully operational.

Perry-Foley Airport is in Perry, the County seat, and the only incorporated city in the County. The nearest airports are more than 48 miles away. Taylor County suffered catastrophic loss with Hurricane Idalia. In addition, two weeks after Idalia, the County's primary employer announced their closure which has devastated the local economy. Taylor County is working diligently with state officials and agencies seeking new business and economic opportunities. The airport is instrumental and essential for economic as well as tourism development. A great deal of FAA and FDOT funding has been invested in the airport which has facilitated substantial growth in the past ten years. The airport offers AVGAS and Jet A fuel. The primary runway can accommodate aircraft as large as Gulfstream 5 corporate jets. The airport leases private use and corporate hangars. Florida Forestry Service leases the largest hangar which dates back to the airport serving as a United States Army Air Force training facility and a sub-base to Dale Mabry Army Airfield. In 2023 there were 23,350 flights from Perry-Foley Airport.

The proposed project has an estimated cost of \$929,500. Though the County was aware the AVGAS system was aged, the immediate need to replace the system and the regulatory concerns were unknown until late December 2023. The County immediately contacted FDOT Aviation for assistance. FDOT is able to provide a grant in the amount of \$625,000. This leaves a budget shortfall of \$304,500. RIF funds will be used for the purchase and installation of the AVGAS tank and associated infrastructure. Quotes were obtained for estimated costs and FDOT approved the costs to be consistent with recently constructed fuel farms at other Florida airports. The County's aviation consulting firm also verified project costs.

The proposed project is in compliance with the County's Comprehensive Plan. No amendments or zoning changes are needed. If permitting is required, the County's aviation consulting firm will submit all permit documents on behalf of the County. The new infrastructure will have no negative environmental impacts on sensitive or wildlife habitats. Taylor County Board of County Commissioners will own and maintain the AVGAS fuel system.

Perry-Foley Airport is located ¼ mile from US 19 providing easy access. Due to location and accessibility the Airport has served as a regional disaster recovery location for numerous hurricanes. The airport has accommodated military aircraft night maneuver training periodically over the past few years and helicopters from Moody Airforce Base also use Perry-Foley Airport for training.

Taylor County is a designated Rural Area of Opportunity (RAO) and Rural Economic Development Initiative (REDI) area. The impacts of Hurricane Idalia and the closure of Georgia-Pacific have been catastrophic on the County's economy. Perry-Foley Airport and the ability to provide aircraft fuel and aviation services is critical for economic growth and recovery. The impacts of 2023 have been devastating to the County but with assistance of all our state partners the County is working with, there is optimism for economic opportunities and growth. Perry-Foley Airport is an essential part of this growth and recovery.

"Your local airport is one of the most vital economic assets and transportation links. Your airport has a "multiplier effect" on jobs and income. The U.S. Department of Commerce says that every \$1 spent in local airports adds another \$2.53 to your local economy."

Aircraft Owners and Pilots Association (AOPA) August 18,2022

"Florida's 129 public-use commercial and general aviation airports are the cornerstone of the state's global economy and essential to the safety, resiliency, mobility, and security of residents, visitors, businesses, and the products that they fly to, from, and through our state."

Florida Aviation System Plan 2035

Proposed Timeline

Task/Activity Description	Task/Activity Duration	Deliverable
Engineering and Design (for FDEP requirements) and preparation of bid documents.	4 months	Bid documents and associated design plans
Advertise bid, select contractor, and award bid and contract.	2 months	Advertisement, bid review selection ranking sheets, and construction contract
Construction and installation of tank and fuel system.	9 months (length of time is due to lead times for fuel tanks)	Construction completion documents, documentation of expenditures, and photos of tank and fuel system
	Total Duration 15 Months	

Part III – Economic Narrative

Provide a summary of the project's economic benefit, long-term viability, and potential local or regional economic impact. The summary should include a description of the current and anticipated economic conditions of the area.

Taylor County is a fiscally constrained area and a designated Rural Area of Opportunity (RAO) as well as Rural Economic Development Initiative (REDI) community. The County has a population of 21,815 with a large land mass of 1,232 square miles. Taylor County suffered catastrophic loss from Hurricane Idalia as per the Governor's Executive Order 23-175. The County's primary employer, Georgia-Pacific, announced closure two weeks after Hurricane Idalia. The facility closed in November 2023 leaving approximately 1,600 citizens in the immediate area unemployed and the closure impacting approximately 4,500 citizens in the region. The current unemployment rate of 3.9% does not reflect the closure as of yet. Prior to the closure, the County had a poverty rate of 19.5% which will most likely increase substantially. The County has been at an economic disadvantage for many years with the average per capita income being \$23,401 which is well below the Florida average of \$35,216 and the national average being \$37,638. The poverty rate in Taylor County is well above the Florida average of 12.7% and the national average of 11.5%.

The closure of Georgia-Pacific is devastating for the local economy. The County is diligently working with the Governor's office, North Florida Economic Development Council, and other state agencies on seeking new business and economic development opportunities. Perry-Foley Airport, a general aviation airport, is an essential facility and an instrumental asset and is critically needed for economic development. The airport's primary runway can easily accommodate Gulf Stream 5 (large corporate jet) aircraft. When informed the existing AVGAS system would not pass the next DEP inspection and was not in compliance with current DEP regulatory standards, the County immediately reached out to FDOT Aviation Division for assistance. Due to the age of the existing system (approximately 30 years old) and internal leaks, the tank needs to be replaced soon. FDOT quickly stepped up to provide assistance in the amount of \$625,000 leaving a shortfall of \$304,500. The Rural Infrastructure Funds would be used for the construction and installation of the critically needed AVGAS fuel farm infrastructure. The new infrastructure has a long-term viable use of approximately 25 years.

In 2023 Perry-Foley Airport had 23,350 aircraft landings. 47,343 gallons of AVGAS were sold totaling \$245,349.52. Airport fuel sales fund the full-time airport manager's position as well as a portion of the airport's utilities. Per the 2022 Florida Statewide Economic Impact Study, aviation has a \$336 billion-dollar economic impact on the State of Florida with \$94.5 billion being business use or travel. With the County's critical need for economic and business development, the AVGAS fuel farm infrastructure is essential for Perry-Foley Airport to operate as a full-service facility. The closest general aviation airport to Perry is 48.2 miles away in Cross City or 54.7 miles in Tallahassee.

Per Air Transport Action Group (ATAG): Air transport provides significant economic and social benefits. It facilitates tourism, trade, connectivity, generates economic growth, provides jobs, improves living standards, alleviates poverty, provides a lifeline for remote communities, and enables a rapid response when disasters occur. Hurricane Idalia and the closure of Georgia-Pacific has devastated Taylor County's economy. Adequate fuel system infrastructure at Perry-Foley Airport is critical for economic development in the County. In addition to economic recovery and development in the County, Perry-Foley Airport has served as a disaster recovery staging for numerous hurricanes in the state and region including Hurricanes Hermine, Irma, Michael, and Idalia. Documentation of FDOT's financial support and the need to replace the existing AVGAS infrastructure due to

regulatory compliance inadequacies are included in the application attachments.

Describe the proposed project's potential for enhanced job creation and/or increased capital investment, including but not limited to the following information:

- The nature of the business activities which will be conducted at the site of, or which relate to the project.
- Description of the capital investment in real and personal property – do not include product inventory.

The proposed project will enable Perry-Foley Airport to continue selling AVGAS to the many aircraft which fly into Taylor County and the City of Perry. Approximately 23,350 flights occur annually at the airport and there has been steady growth. It is imperative the airport remains fully operational as Taylor County struggles to recover from Hurricane Idalia and the loss of the County's primary employer Georgia-Pacific. The County, along with numerous agencies including the Governor's office, is working diligently to bring new business and economic opportunities to the area. Having a full-service general aviation airport is essential for economic growth and recovery.

The capital investment will be the construction of new concrete foundation infrastructure, upgraded electrical, and installation of a 15,000-gallon AVGAS tank and fuel system. The system will meet all DEP, regulatory, safety, and environmental standards. The anticipated lifespan of the new infrastructure and fuel system is 25 years or more. FDOT Aviation is funding \$625,000 of the project cost. The County will provide project oversight and grant administration services for the project.

Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will impact the area's economy.

FDOT Aviation is providing a grant in the amount of \$625,000. As a fiscally constrained, rural county that suffered catastrophic loss from Hurricane Idalia and the closure of the County's primary employer (Georgia-Pacific) there are no local funds available for the project. Local materials, equipment, and services will be used when possible. The construction bid documents will require the contractor to be a Florida licensed contractor. The firm who will be providing the professional services (AVCON, Inc.) is a Florida owned and operated firm as well as a Florida designated MBE.

Part IV – Project Budget

Provide a breakdown of the total budget for the proposed project, including both RIF funding and other sources of funding.

ACTIVITY/TASK	RIF FUNDS	OTHER FUNDING SOURCES	TOTAL
Professional Services (Design, bid documents, bid services and construction management)	\$	\$80,000	\$80,000
	\$	\$	\$
Contractor Mobilization and pre-construction requirements	\$	\$65,000	\$65,000
	\$	\$	\$
Concrete Foundation and offload airport apron to meet FDEP requirements	\$60,000	\$60,000	\$120,000
	\$	\$	\$
Electrical upgrades and improvements	\$	\$80,000	\$80,000
	\$	\$	\$
AVGAS Tank and Fuel System (pumps, reels, filters, and piping) and construction contingency	\$244,500	\$340,000	\$584,500
	\$	\$	\$
Other	\$	\$	\$
TOTAL	\$304,500	\$625,000	\$929,500

Provide an explanation of how the total infrastructure costs for the proposed project were estimated.

Quotes were obtained for estimated costs and FDOT approved the costs to be consistent with recently constructed fuel farms at other Florida airports. The County's aviation consulting firm also verified project costs.

Part V – Sources and Uses of Non-RIF Funds

Source	Amount Contributed	Type (Loan, Grant, Local Government Funds, Donated Land, or Other Funding)
Florida Department of Transportation Aviation Division	\$625,000	Grant
	\$	
	\$	
	\$	
	\$	
Totals	\$625,000	

Part VI – Participating Party Information (if applicable)

Florida Department of Transportation (FDOT) Aviation Division is a project partner and providing a grant in the amount of \$625,000.

Part VII – Application Authorization

I, the undersigned chief elected official or authorized representative of the applicant, certify that to the best of my knowledge:

- a. This application is in all respects fair and submitted in good faith without collusion or fraud;*
- b. If selected through this application process, the recipient will work in good faith and in partnership with FloridaCommerce to manage its grant in a timely and accurate manner;*
- c. The information in this application is accurate; and,*
- d. The undersigned is duly authorized to bind the entity represented in this application.*

Signature of Chief Elected Official or Designee

Signature: _____

Typed Name and Title: Jamie English, Chairman

Date: January 31, 2024

If signed by a person other than the chief elected official, a signature authorization must be included.

Signature of Application Preparer if not an employee of the Applicant

Signature: _____

Typed Name and Title: _____

Name of Firm or Agency: _____

**PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION BUDGET
FPY AVGAS FUEL FARM REPLACEMENT**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	PRELIMINARY BUDGET	
				UNIT PRICE	EXTENDED TOTAL

AVGAS Fuel Farm Replacement

1	AVGAS TANK AND FUEL SYSTEM (PUMPS, REELS, FILTERS, PIPING)	LS	1	\$ 500,000.00	\$ 500,000.00
2	ELECTRICAL IMPROVEMENTS	LS	1	\$ 80,000.00	\$ 80,000.00
3	CONCRETE FOUNDATION	LS	1	\$ 40,000.00	\$ 40,000.00
4	NEW TRUCK OFFLOAD APRON TO KEEP FDEP REQUIREMENTS	LS	1	\$ 80,000.00	\$ 80,000.00
5	CONTRACTOR INSURANCE, OVERHEAD, MOBILIZATION, BONDS	LS	1	\$ 65,000.00	\$ 65,000.00
6	PROFESSIONAL SERVICES (DESIGN, BID, CONSTRUCTION ADMINISTRATION, GRANT COORD.)	LS	1	\$ 80,000.00	\$ 80,000.00
				Subtotal:	\$ 845,000.00

Construction Contingency (10%): \$ 84,500.00

Grand Total: \$ 929,500.00

**TAYLOR COUNTY COMPREHENSIVE PLAN
SUPPORT DOCUMENTATION
AND
ASSOCIATED ECONOMIC DEVELOPMENT
ATTACHMENTS TO COMPREHENSIVE PLAN**

Policy II.12.6

Internal Capture Rates for each Planning Area shall be determined during the Incremental DRI review process transportation methodology meetings. The internal capture rate used for the Comprehensive Plan data and analysis does not preclude the use of a different rate during the DRI review process.

GOAL II-C – PURSUE COST-EFFECTIVE SOLUTIONS AND MAXIMIZE USE OF EXISTING INFRASTRUCTURE

OBJECTIVE II.13

Cost-effective Solutions – The County will leverage funding to the greatest extent practicable.

Policy II.13.1

The County will partner with public agencies and private entities to leverage state, federal and other funding sources for public and infrastructure improvements.

Policy II.13.2

The County will consider sponsoring grant applications for funding of projects that are supported and/or matched by a variety of funding sources.

OBJECTIVE II.14

Consideration of Alternatives - Prior to implementation of the transportation corridors identified on the Future Transportation Corridors Map, the County shall require a corridor study that considers alternatives to widening, as well as the context of the facility's hierarchy and function in the network.

XI

ECONOMIC DEVELOPMENT ELEMENT

INTRODUCTION

Florida's history has been one of remarkable change: from Henry Flagler's opulent resorts and railroad, to a retirement haven (with the advent of air conditioning), to a technology and tourism rich state grown from the seeds of the space program in Cape Canaveral and Disney. Few states have literally weathered the pressures of change as well as Florida has. As the fourth most populous state in the U.S., Florida's population growth continues to drive new challenges and opportunities to the Sunshine State. The State is now projected to double in population by 2060, growing from roughly 18 million people today to upwards of 36 million in just slightly more than five decades. While the majority of this growth is anticipated to concentrate in the coastal regions of south Florida, and along the I-4 corridor between Orlando and Tampa, constraints relative to the environment, infrastructure capacity, fiscal impacts and public policy will result in pushing this growth and its economic pressure throughout the state.

Although the pressure this growth will impose on land resources, infrastructure, governmental services, and the day-to-day quality of life of Floridians is not without tremendous challenges, for rural counties like Taylor County, such pressures can help create long term economic opportunities. By implementing intelligent-growth principles, such as best land use practices and balanced environmental stewardship, Taylor County can create a quality of life that will differentiate the County from competing, less planned regions.

Capitalizing on intelligent growth alone, however, will not remedy the economic difficulties of job constrained and economically isolated rural communities, such as Taylor County. Governor Christ's re-designation of Taylor County as one of Florida's Rural Areas of Critical Economic Concern (RACEC) further frames the challenges facing Taylor County as it competes in today's ever changing economic landscape. According to the Governor's Executive Order, Taylor County is one of a handful of Florida counties "struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety." As the Executive Order further notes, these challenges threaten both the "well being and viability" of Taylor County. Although the RACEC designation qualifies the County for special assistance from the Governor's Office as well as other state and regional agencies and organizations, it leaves the principal task of creating an economically viable community to the citizens of Taylor County.

To embrace this task, the community engaged in the creation of a 50-year Vision for Taylor County. The preparation of the vision began in late April of 2007 and resulted in the adoption of the Taylor County Vision 2060 in September of 2008. Vision 2060 addressed not only the future development pattern that would best serve Taylor County but also addressed economic conditions in Taylor County and recommended the actions that should be considered to advance future economic development and revitalization. In conjunction with the economic analysis prepared for Vision 2060, the Taylor County Development Authority (TCDA) has prepared the Taylor County Economic Development Plan. The Taylor County Economic Development Plan provides the strategies and action plan that will allow the County to harness the pressures of Florida's dynamic growth while at the same time utilizing its available resources to support an integrated approach to economic growth which promotes regional economic health through a broader emphasis on community and human development. Taylor County Vision 2060 and the TCDA's Taylor County Economic Development Plan provide the foundation for and basis for formulating the Economic Development Element of the Taylor County Comprehensive Plan.

The economic development model embraced by Taylor County looks beyond city and county borders to the larger regional economy. ~~Instead of targeting individual firms,~~ This model promotes industry clusters, concentrations of interconnected businesses that can be engines for global competitiveness. It creates an environment where all businesses have the chance to succeed. The approach to economic development for Taylor County embraces the following components:

- An integrated approach where government, business, education and the community work together;
- Regional collaboration;
- Promoting Industry Clusters;
- Local focus to retain and expand business;
- Intelligent growth policies;
- Compact development;
- Environmental Responsibility;
- Human investment and Workforce Talent; and
- Poverty reduction and corporate responsibility.

The Taylor County Board of County Commissioners recognizes that incorporation of this optional Economic Development Element into the Taylor County Comprehensive Plan represents a critical link between comprehensive planning for a community and inducing successful economic development and revitalization. Having a distinctive and competitive identity will help Taylor County protect, sustain, and enhance a quality of life that is attractive for existing and future businesses and, residents and private investment.

GOAL, OBJECTIVES AND POLICIES

Goal XI. IMPLEMENT THE TAYLOR COUNTY ECONOMIC DEVELOPMENT PLAN IN ORDER TO FACILITATE THE EXPANSION, RECRUITMENT, AND CREATION OF BUSINESSES WHICH GROW THE COUNTY'S LONG TERM AD-VALOREM TAX BASE AND RETAIN AND CREATE PERMANENT, VALUE-ADDED JOBS WHICH ADD TO THE QUALITY OF LIFE OF TAYLOR COUNTY CITIZENS.

OBJECTIVE XI.1 Aggressively pursue an economic development program that utilizes an integrated approach by all sectors to promote economic vitality within Taylor County, and support regional economic development activity.

Policy X1.1 Government, business, education and the community shall work together to create a vibrant local economy. Collaboration efforts should support a long-term strategy that:

- Encourages local enterprise;
- Serves the needs of local residents, workers, and businesses;
- Promotes stable employment and revenues by building on competitive advantages;
- Protects a sustainable natural environment;
- Enhances personal freedom and the ability to pursue advancement; and
- Is capable of sustaining itself in the global marketplace.

Policy XI.2 Economic development efforts shall be targeted to expand and locate businesses that drive new investment into the County, create high wage jobs, and enhance skills of existing and/or future residents. The growth of these value-added businesses in the County should in-turn help create the critical mass of investments, projects, and talent needed to help reduce poverty, promote jobs for existing residents, support K-12 and higher education, improve the skills of low-income individuals, address the needs of families moving off welfare, and enhance the availability in all sectors of the County for affordable transportation and housing.

Policy XI.3 Economic development efforts shall support existing enterprises as a critical means to business expansion and job growth. Promoting local industries, businesses, and citizens to encourage entrepreneurship and to build locally based industries and businesses that can succeed among national competitors is important to strengthening the County's economy and quality of life.

- Policy XI.4 Economic development efforts shall support a diversified range of specialized industry clusters drawing on local advantages to serve local, regional and international markets.
- Policy XI.5 Support, as appropriate, those opportunities that advance the growth of leading-edge technologies, such as Lambda Rail, that help local enterprises to succeed, improve civic life, and provide open access to information and resources.
- Policy XI.6 Support opportunities to drive targeted infrastructure to the County. Advocating for State transportation initiatives to utilize Taylor County for strategic investments, such as high speed or commuter rail transportation will position the County for future business opportunities.
- Policy XI.7 Economic development programs, investments, and subsidies should support long-term benefits and impacts on critical economic development objectives and the community as a whole, not just on near-term job or revenue increases.
- Policy XI.8 Because human resources are so valuable in the global economy, Taylor County shall support programs that provide life-long skills and learning opportunities. Pursuing sources of funding for investing in excellent schools, the location of post secondary institutions in Taylor County, and opportunities for continuing education and training available to all citizens will help strengthen Taylor County businesses.
- Policy XI.9 Taylor County shall support and pursue economic development opportunities that maintain or improve the environmental and public health of the community.
- Policy XI.10 To support economic development, the County shall help implement the recommendations of Taylor County Vision 2060 by adopting land use policies that encourage compact, multi-dimensional land use patterns that ensure a mix of use, help minimize the impact of the personal automobile, promotes walking, bicycling, and transit access to employment, education, recreation, entertainment, shopping and services, where possible. Economic development and transportation investments should reinforce these land use patterns and the ability to move people and goods by multi-modal alternatives wherever possible
- Policy XI.11 To promote an appropriate jobs-housing balance in Taylor County, all urban land use categories resulting from implementation of the

Taylor County Vision shall have a land use mix that promotes a jobs-to-housing balance as follows:

- Urban District: 0.75-1.25 jobs for each household.
- Coastal District: 0.50-1.0 jobs for each household.

Policy XI.12 Economic development efforts should support the creation and preservation of Taylor County's sense of uniqueness, attractiveness, history, cultural and social diversity, and include public gathering places and a strong local sense of place. Special emphasis shall be placed on working with appropriate state agencies to identify opportunities for providing additional, environmentally sustainable, public access points to the Gulf of Mexico and the rivers that are tributary to the Gulf.

Policy XI.13 Support regional efforts which foster collaborative relationships and provide functions such as common marketing, development training programs, cooperative buying, and other beneficial services that promote regional businesses.

OBJECTIVE XI.2 Implement the key recommendations of the Taylor County Economic Development Plan to induce sustainable economic development in Taylor County and support expansion of existing or location of new industry, which create, in the aggregate, 500 new jobs in the County within the next seven (7) years.

Policy XI.2.1 Augment and appropriately fund the Taylor County Development Authority (TCDA) in a manner that will enhance the Authority's ability to aggressively implement and manage the initiatives outlined in the Economic Development Plan, including developing financial incentives to induce the expansion and attraction of targeted industries.

Policy XI.2.2 Support the establishment of industry clusters for existing and emerging technologies with a competitive advantage for Taylor County and its workforce. Such sectors might include, for example, renewable and clean energy technologies (biofuels, solar, wind, etc.) manufacture of energy related devices, aquatic sciences related businesses, other natural-resources-based industries and technologies, and appropriate research and development related to them.

Policy XI.2.3 Designate Regional Employment Centers on the Future Land Use Map of Taylor County and pursue funding and public-private partnerships to create shovel-ready business and industrial sites within these employment centers.

- Policy XI.2.5 Cooperate with Workforce Florida and local workforce development boards to identify or develop a set of workforce training incentives, such as the State's Quick Response Training and Incumbent Worker Training Programs, to help businesses remain regionally and globally competitive.
- Policy XI.2.6 The County shall encourage the TCDA to meet with and solicit support from regional, state and federal sources that specialize in assisting rural counties. The TCDA will emphasize the development of transportation and utility infrastructure as a means for using public and private funding to induce growth in those areas of Taylor County where growth is encouraged by the Taylor County Vision 2060.
- OBJECTIVE XI.3 Support the development and implementation of a One Year and Five Year Action Plans for growing a diversified and sustainable Taylor County Economy, as outlined in the Taylor County Economic Development Plan.
- Policy XI.3.1 The County shall request the TCDA begin implementation of a One Year Action Plan, as outlined in the Taylor County Economic Development Plan, by the year 2011.
- Policy XI.3.2 The County shall request the TCDA to develop and begin implementation of a Five Year Action Plan, as outlined in the Taylor County Development Plan by the year 2013. The plan may be focused on the areas of:
- Communication;
 - Business development:
 - Competitiveness;
 - Business expansion;
 - Business recruitment;
 - Business creation;
 - Regional Economic Centers; and
 - Workforce/Talent.
- Policy XI.3.3 The County shall support the TCDA in its efforts to facilitate a community-wide economic summit as outlined in the Taylor County Economic Development Plan by the end of the year 2012.
- Policy XI.3.4 The Taylor County Board of County Commissioners shall request the TCDA and Chamber of Commerce cooperate in the implementation of the Five Year Action Plan.

Policy XI.3.5

The Taylor County Board of County Commissioners shall request the TCDA to establish a team of Economic Partners who will be charged with the responsibility of assisting the Commission and TCDA in advancing the broad objectives of the Taylor County Economic Development Plan.

Jami Evans

From: Collins, John_P.E. <jcollins@avconinc.com>
Sent: Thursday, February 1, 2024 4:23 PM
To: Ward Ketring; LaWanda Pemberton
Cc: Melody Cox; Jami Evans
Subject: Coordination with Donna Whitney this afternoon

LaWanda and Ward,

I just spoke with Donna Whitney regarding the fuel farm PTGA and she said she should be able to send the grant to the County for signature next week.

She also asked if the County is interested in a \$120k grant to install a backup generator at the airfield lighting vault. This is money that the FDOT is providing to airports to make them more resilient to hurricanes and to help with hurricane response. This grant would pay for a generator, hurricane enclosure to protect it, and all automatic transfer switches and panels so the generator comes on automatically when there is a power outage.

This is 100% FDOT funding and will be given to another airport if Perry declines this grant. If you concur, I will add this new project to JACIP and Donna said she could send the PTGA around the same time as the fuel farm grant.

Feel free to let me know if you have any questions about the vault generator grant. Thanks.

John Collins, P.E.
Senior Project Manager | AVCON, INC.



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Jami Evans

From: Melody Cox
Sent: Sunday, January 28, 2024 8:08 PM
To: Jami Evans
Subject: FW: FDOT funding for new fuel farm at Perry Foley Airport

This will be an attachment to our application - RIF

From: Collins, John_P.E. <jcollins@avconinc.com>
Sent: Friday, January 26, 2024 11:35 AM
To: 'Whitney, Donna' <Donna.Whitney@dot.state.fl.us>
Cc: LaWanda Pemberton <LPemberton@taylorcountygov.com>; Melody Cox <melody.cox@taylorcountygov.com>; Ward Ketring <airport@taylorcountygov.com>; Coffman, Kyle <Kyle.Coffman@dot.state.fl.us>
Subject: RE: FDOT funding for new fuel farm at Perry Foley Airport

Donna,

The AVGAS Fuel Farm Replacement project has been added to JACIP and screenshots from the project are below. We initially programmed \$600k in FDOT funds but updated to \$625k based on your email below.

Please let us know if you need anything else to issue the PTGA. Thanks.

Project Details

Bookmarks [Go to](#)

Project: PFL0014680 : AVGAS Fuel Farm Replacement
FM Number: -

Last modified by John Collins on 11/19
Last viewed by John Collins on 11/26

Project Details Funding Certifications Notes

Project Description AVGAS Fuel Farm Replacement


Project Category OTHER

Sub Category Construct Fuel Farm

Master Plan/ALP ALP

Page Number3

Narrative The existing AVGAS fuel farm has reached the end of its useful life and is in need of replacement. This project will design and construct a new AVGAS fuel system with new concrete foundation, tank, fuel system, electrical service, and incidentals.

Justification  The existing AVGAS fuel farm has reached the end of its useful life and is in need of replacement. An AVGAS fuel farm is necessary to function as a GA airport.

DOT Description

DOT Comments

FAA Description #1

FAA Description #2

Cares Act Funding

Sketch [View Sketch](#)

Airport Project ID

Airport Priority for Stat

Airport Priority for Fed Funds

Operational Year

FDOT Item Segment

FDOT Work Mix


FDOT Project Manager

FAA Eligible

FAA Project Manager

[Edit](#) [Delete](#)

Documents

Select a Folder **General Documents**  [Add File](#) [Add Folder](#)

No Documents



February 1, 2024

Florida Commerce
Bureau of Small Cities and Rural Communities
Atten: Pam Portwood, Bureau Chief
107 East Madison Street, MSC 400
Tallahassee, FL 32399-6508

Dear Ms. Portwood,

The Taylor County Tourism Development office wishes to express our support for Taylor County in their efforts to secure funding through the Florida Commerce Rural Infrastructure Fund. The project proposed by the County is to construct and install a new AVGAS fuel system at Perry Foley Airport.

The Perry-Foley Airport is the only public airport in Taylor County and one of just a few locations within the entire region for traveling aircraft to refuel. The existing fueling system at the airport is nearing the end of its useful life and needs to be replaced. The future viability of the airport depends heavily on the continuation of this critical refueling service for travelers. We frequently have visitors to the area for special events and festivals that fly in to stay for several days at our many events held at Forest Capital Park, which is walking distance from the Perry-Foley Airport.

In addition to serving as a refueling station to traveling aircraft regionally, the Perry-Foley Airport also serves a vital economic role for Taylor and the surrounding counties. Local and regional agricultural, commercial, and industrial businesses use the airport routinely for everything from crop dusters to visiting corporate representatives and prospective customers. Additionally, in times of peril, this airport serves an important emergency management role for the region, as it proved indispensable during Hurricane Michael in 2018 and Hurricane Idalia in 2023.

For these reasons, the Perry-Taylor County Chamber of Commerce respectfully asks for your support for Taylor County's Rural Infrastructure Fund grant application for this very worthwhile project.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Perez".

Dawn V. Perez
Executive Director

"share the real Florida adventure"

Taylor County Tourism Development Council

P.O. Box 892 • Perry, Florida 32348

Office 850-584-5366 • Fax 850-584-8030 • For Tourist Information Call 1-800-257-8881



428 N. Jefferson Street
Post Office Box 892
Perry, Florida 32348

Phone (850) 584-5366
Fax (850) 584-8030

E-mail: taylorchamber@fairpoint.net
Web Page: www.taylorcountychamber.com

February 1, 2024

Florida Commerce
Bureau of Small Cities and Rural Communities
Atten: Pam Portwood, Bureau Chief
107 East Madison Street, MSC 400
Tallahassee, FL 32399-6508

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For these reasons, the Perry-Taylor County Chamber of Commerce respectfully asks for your support for Taylor County's Rural Infrastructure Fund grant application for this very worthwhile project.

Sincerely,

A handwritten signature in cursive script that reads "Dawn V. Perez".

Dawn V. Perez
Executive Director



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

PARTICIPATING PARTY INFORMATION

Florida Department of Transportation, Aviation Division is providing a grant in the amount of \$625,000. As the AVGAS fuel system infrastructure was an unexpected immediate critical need, FDOT Aviation was able to "step up" and provide a substantial portion of the needed funding.

It is absolutely critical for economic development and tourism that Perry-Foley Airport is a fuel service general aviation airport. With the recent closure of the County's primary employer, Georgia-Pacific, the County is working diligently to bring new businesses and employment opportunities to the area. Perry-Foley Airport is an essential facility for economic as well as tourism development. Letters of support from Taylor County Chamber of Commerce and Taylor County Development Authority are attachments to the application as supporting parties of the proposed project.

Project Details Funding Certifications Notes

Airport Requested Funding Federal Planned Funding State Allocated Funding

Year	Type	Amount
Select One	Select One	

Last modified by John Collins on 1/26/2024
 Federal Fiscal Year October 1 -
 State Fiscal Year Ju

Year	Type	Amount
2024	STA	\$625,000
2024	LF	\$300,000

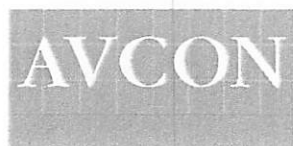
Airport Requested Funding Summary

Year	BIL	Discretionary	Passenger Entitlements	Cargo Entitlements	GA	FAA Total	State Total	PFC	Local	Local Total
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$625,000	\$0	\$300,000	\$300,000
Totals	\$0	\$0	\$0	\$0	\$0	\$0	\$625,000	\$0	\$300,000	\$300,000
						0.00%	67.57%			32.43%

State Allocated Funding Summary

No Funding

John Collins, P.E.
 Senior Project Manager | AVCON, INC.



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From: Whitney, Donna <Donna.Whitney@dot.state.fl.us>

Sent: Friday, January 26, 2024 10:11 AM

To: Collins, John_P.E. <jcollins@avconinc.com>

Cc: LaWanda Pemberton <LPemberton@taylorcountygov.com>; Melody Cox (melody.cox@taylorcountygov.com)

<melody.cox@taylorcountygov.com>; Ketrang, Ward (airport@taylorcountygov.com) <airport@taylorcountygov.com>;

Coffman, Kyle <Kyle.Coffman@dot.state.fl.us>

Subject: RE: FDOT funding for new fuel farm at Perry Foley Airport

Per my discussion with Kyle regarding the below funding, I will go forward with requesting \$625,000 be added to the Department's work program in current fiscal year 2024. Once this project has been added and adopted, I can go forward with sending the PTGA to Taylor County for execution.

Sincerely,

Donna Whitney
Florida Department of Transportation
District Aviation Coordinator
1109 South Marion Avenue, MS 2018
Lake City, Florida 32025
(386) 961-7377
donna.whitney@dot.state.fl.us

From: Collins, John_P.E. <jcollins@avcollins.com>
Sent: Friday, January 19, 2024 4:44 PM
To: Coffman, Kyle <Kyle.Coffman@dot.state.fl.us>
Cc: Whitney, Donna <Donna.Whitney@dot.state.fl.us>; LaWanda Pemberton <L.Pemberton@taylorcountygov.com>;
Melody Cox (melody.cox@taylorcountygov.com) <melody.cox@taylorcountygov.com>; Ketring, Ward
(airport@ta.taylorcountygov.com) <airport@ta.taylorcountygov.com>
Subject: RE: FDOT funding for new fuel farm at Perry Foley Airport

Kyle,

The AVGAS Fuel Farm Replacement project has been added to JACIP (see screenshot below). Please let us know if you need anything else for your coordination.

Thanks.

Project Details

Bookmarks [Go to](#)

Project: PFL0014680 : AVGAS Fuel Farm Replacement
FM Number: -

Last modified by John Collins on 1/1/19.
Last viewed by John Collins on 1/1/19.

Project Details	Funding	Certifications	Notes
Project Description	AVGAS Fuel Farm Replacement		Airport Project ID
Project Category	OTHER		Airport Priority for State
Sub Category	Construct Fuel Farm		Airport Priority for Federal Funds
Master Plan/ALP	ALP	Page Number3	Operational Year
Narrative	The existing AVGAS fuel farm has reached the end of its useful life and is in need of replacement. This project will design and construct a new AVGAS fuel system with new concrete foundation, tank, fuel system, electrical service, and incidentals.		FDOT Item Segment
Justification	The existing AVGAS fuel farm has reached the end of its useful life and is in need of replacement. An AVGAS fuel farm is necessary to function as a GA airport.		FDOT Work Mix
DOT Description			FDOT Project Manager
DOT Comments			FAA Eligible
FAA Description #1			FAA Project Manager
FAA Description #2			
Cares Act Funding			
Sketch	View Sketch		
Edit Delete			

Documents
Select a Folder General Documents Add File Add Folder
No Documents

John Collins, P.E.
Senior Project Manager | AVCON, INC.



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From: Coffman, Kyle <Kyle.Coffman@dot.state.fl.us>

Sent: Wednesday, January 17, 2024 2:49 PM

To: Collins, John_P.E. <jcollins@avconinc.com>

Cc: Whitney, Donna <Donna.Whitney@dot.state.fl.us>; LaWanda Pemberton <Pemberton@taylorcountygov.com>;

Melody Cox (<melody.cox@taylorcountygov.com> <melody.cox@taylorcountygov.com>; Ketrang, Ward

PERRY NEWS-HERALD/TACO TIMES

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

AFFIDAVIT OF PUBLICATION

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

**Taylor County Board of County Commissioners
Request for Bids
Taylor County Artificial Reef Construction
PO# 20240644**

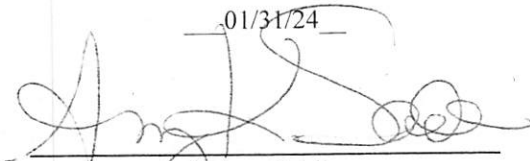
was published in said newspaper in the issues of:

**January 24, 2024
January 31, 2024**

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


Aaron Portwood, Publisher

Sworn to and subscribed
before me this

01/31/24

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



NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION SERVICES.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked "Sealed bids for TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION SERVICES" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 4:00 PM, local time, on Friday, FEBRUARY 16th, 2024. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened, and respondents announced at 6:05 PM local time, or as soon thereafter as practical, on FEBRUARY 20th, 2024 in the Board of County Commissioner board room at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

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

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

Estimated Budget

The total project Budget is not to exceed \$120,000 (One Hundred and Twenty Thousand Dollars). This is the total available budget and includes all expenses and contingencies.

Term - The contract will be effective from anticipated award date in early April to July 15, 2024. The vendor shall complete project by August 1, 2024.

For additional information contact
Victor Blanco

Taylor County Marine Extension
Agent

203 Forest Park Drive
Perry, FL 32348

(850)838-3508

victorblancomar@ufl.edu

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Tallahassee International Airport Foreign Trade Zone



MEETING DATE REQUESTED: February 20, 2024

Statement of Issue: Tallahassee International Airport Foreign Trade Zone

Recommended Action: Approval to provide the Tallahassee International Airport with a Letter of Support for the Airport's Foreign Trade Zone Project

Fiscal Impact:

Budgeted Expense:

Submitted By: Vanessa Spaulding, Manager – Airport Foreign Trade Zone

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Created by Congress in 1934 under the Foreign Trade Zones (FTZs) Act, FTZs are a vital resource for commerce in the United States. According to the National Association of Foreign Trade Zones ("NAFTZ"), there are one hundred ninety-five (195) active FTZs across the United States and twenty (20) active Zones in Florida. Nationwide, more than thirty-three hundred (3,300) companies utilize the program.

FTZs are secure, designated locations around the United States in or near a U.S. Customs Port of Entry where foreign or domestic merchandise is generally considered to be outside of U.S. Customs territory for tariff purposes. As a result, activated businesses in an FTZ can reduce, defer, or eliminate duties and tariffs on imports and take advantage of other benefits to encourage foreign trade within the United States. Furthermore, FTZs provide a competitive advantage for U.S.-based manufacturing and distribution operations through the retention of jobs that might otherwise be located abroad. The elimination of duties also results in increased exports and encourages multi-national firms to establish U.S.-based operations, attracting foreign investment to the United States.

The Airport meets the State of Florida's criteria for a Grantee as stipulated in the 2020 Florida Statute, Chapter 288, Part III, Section 288.36, wherein any corporation or government agency shall have the power to apply to the proper authorities of the United

States for a grant of the privilege of establishing, operating, and maintaining foreign trade zones under the provisions of the Act of Congress.

For many years, Airport staff have worked extensively with U.S. Customs & Border Protection ("CBP") to develop a course of action to become an International Port of Entry and to ultimately establish an FTZ at the Airport. On October 8, 2014, the City Commission authorized staff to pursue international airport status, pursue the creation of an FTZ at the Airport, and enter into a Memorandum of Understanding ("MOU") with CBP for the monitoring and oversight of the FTZ. On January 14, 2015, the City Commission adopted Resolution Number 15-R-06, changing the Airport name from "Tallahassee Regional Airport" to "Tallahassee International Airport." Subsequently, on July 10, 2019, the City Commission provided authorization to accept and execute a Federal Aviation Administration ("FAA") Airport Improvement Program Grant Agreement for the design of an International Processing Facility ("IPF") at the Airport in accordance with CBP's rigorous Airport Technical Design Standards. On December 8, 2021, the City Commission approved the construction contract award for the IPF to Whitesell-Green, Inc, and the City held a groundbreaking ceremony for the IPF on May 18, 2022. Substantial completion of the construction of the IPF is anticipated at the end of 2024. The construction of the IPF is a mandatory precursor for the Airport's establishment as an FTZ. To establish a designated FTZ at the Airport, a formal application must next be submitted for approval by the U.S. Foreign Trade Zones Board.

The utilization of an FTZ is expected to significantly reduce costs to companies from customs duties, taxes and tariffs and improve global market competitiveness within the region. Specifically, a Zone at the Airport would provide substantial advantages to U.S.-based firms including customs duty exemption, duty deferral, duty reduction or inverted tariff, merchandise processing fee reduction, quota avoidance, and streamlined logistics, as well as an array of supply chain benefits and efficiencies.

Airport staff have reviewed existing FTZs within the region and determined that Leon County is not served by any of the existing/surrounding Zones, leaving a considerable service area gap between Panama City, Florida and Jacksonville, Florida. Such discontinuity in service negatively impacts neighboring communities and counties and prevents them from realizing the full economic benefits afforded by a Zone.

Given this gap in service, Michael Baker International, in association with IMS Worldwide, Inc. ("IMSW"), conducted a 2016 FTZ Feasibility Study which outlined a pathway for the Airport to become a new stand-alone FTZ that will service up to eleven (11) counties between the I-75 corridor and Panama City, Florida, subject to approval by the FTZ Board. IMSW determined that sufficient demand exists in Tallahassee and surrounding regions to justify the filing of a new Zone Application to the U.S. Foreign Trade Zone Board by the Airport.

Numerous letters of support for the FTZ have recently been received from area manufacturing companies including Danfoss Turbocor, Inc. and GT Technologies, as well as other entities such as the Apalachee Regional Planning Council, CareerSource Capital Region, FloridaMakes, the Office of Economic Vitality, various regional economic development councils, and the counties of Liberty, Gadsden, Wakulla, Franklin, Madison, Gulf, Leon, Jackson, and Calhoun. The Jefferson County Board of County Commissioners also provided unanimous support of TLH's FTZ project in February 2024.

Since approval by the City Commission to pursue the creation of an FTZ at the Airport in 2014, the Airport has worked diligently to better position the Capital City and the Northwest and North Central Florida Region for diversification and growth. Once created, the FTZ will encourage international commerce and greatly stimulate the local and regional economy. The establishment of a Zone at the Airport will be a significant economic driver and is projected to create more than 1,600 jobs over the next ten (10) years and generate over \$304M in annual economic impact once the development of the Zone reaches full maturity in 2034.

Options: Approval to provide the Tallahassee International Airport with a Letter of Support for the Airport's Foreign Trade Zone Project

Attachments: Foreign Trade Zone Overview Presentation



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

February 20, 2024

Ms. Elizabeth Whiteman
Acting Executive Secretary
U.S. Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., NW, Room 21013
Washington, DC 20230

Dear Ms. Whiteman,

On behalf of the Taylor County Board of County Commissioners, I would like to offer our full support for the establishment of a new Foreign-Trade Zone (FTZ) project under the Alternative Site Framework (ASF) Application being submitted by the Tallahassee International Airport (TLH), the proposed Grantee. This Application will have a positive impact on the economy of not only Leon County, but also the surrounding northwest and north central Florida regions, including Taylor County. We respectfully request that Taylor County be included in the proposed regional Service Area established by the Tallahassee International Airport Zone project.

The establishment of a new Zone under the ASF will help the region increase international commerce, create new job opportunities, encourage business expansion, and facilitate growth in the region's freight logistics capacity.

The Taylor County Board of County Commissioners strongly endorses this Application for an FTZ and requests notification by the Tallahassee International Airport once approved so that we may inform our businesses, elected representatives, and other prospective users. Thank you for your consideration of their application.

Respectfully,

Jamie English, Chairperson

Foreign Trade Zone Overview

February 20, 2024

Presented By:
Vanessa Spaulding
Manager – Airport Foreign Trade Zone &
Air Service Development

The logo for IMS Worldwide Inc. features a stylized globe with blue and white continents and oceans, enclosed in an oval. To the left of the globe are three horizontal bars in red, white, and blue. To the right of the globe is the text "IMS WORLDWIDE INC." in blue, uppercase letters.

IMS WORLDWIDE INC.



YOUR GLOBAL GATEWAY TO NORTHWEST FLORIDA



TALLAHASSEE
INTERNATIONAL AIRPORT

SCAN TO
LEARN MORE



NEW FOREIGN-TRADE ZONE COMING IN 2024

BENEFITS TO NORTHWEST AND NORTH CENTRAL FLORIDA:

- Bolsters the Region's Global Market Competitiveness
- Encourages International Commerce
- Catalyst for Economic Growth in the Region
- Attracts International and Domestic Businesses
- Increases Regional Job Creation Opportunities

BENEFITS TO FTZ USERS:

- Weekly Entry and Direct Delivery
- Improved Supply Chain Velocity
- Elimination of Duty Drawback
- Exports and Scrap are Duty Free
- Inverted Tariffs on Manufacturing

TLHAirport.com

   @TLHAirport



Foreign Trade Zone Progress:



- Change the Airport name from "Tallahassee Regional Airport" to "Tallahassee International Airport" ✓ COMPLETE
- Develop new branding and marketing materials/signage ✓ COMPLETE
- Enter into the required agreement with Customs and Border Protection (CBP) to become a "User Fee" Airport ✓ IN PROGRESS
- Design and Develop an International Arrivals Facility (IAF) ✓ IN PROGRESS
- Pursue and develop a future Foreign Trade Zone (FTZ) on Airport Property ✓ IN PROGRESS



TALLAHASSEE

CORGAN



FC FITZGERALD
COLLABORATIVE







CBP Import Process



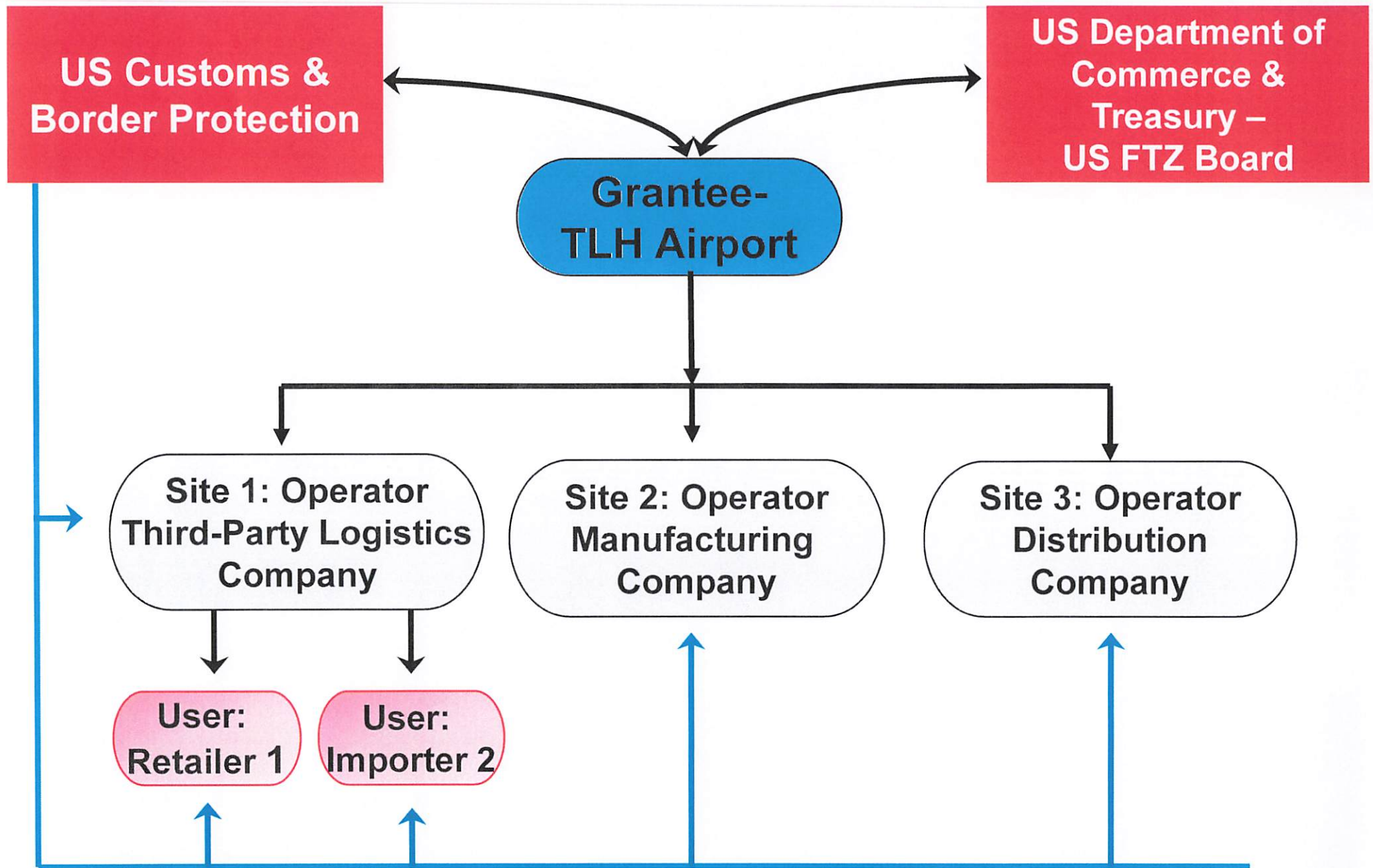
What is a Foreign Trade Zone?

Foreign Trade Zones (FTZ):

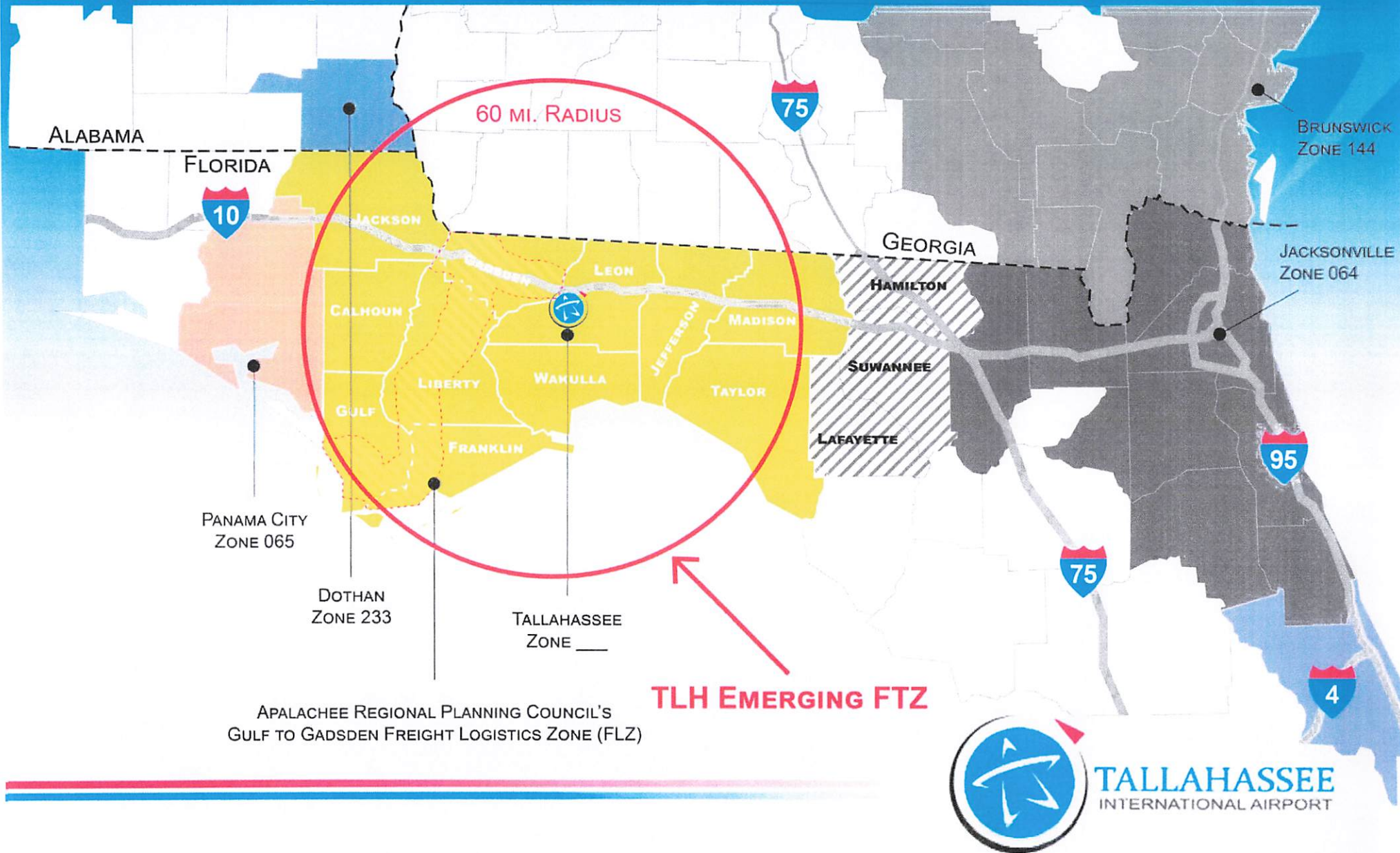
- Federal program started in 1934
- 261 active FTZ projects in all 50 states & Puerto Rico
- Secure, designated locations in the U.S. where companies can use special customs procedures
- Increase international competitiveness with other nations for manufacturing and operations.
- Encourage activity at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise.



US FTZ Governance Structure



Proposed FTZ Service Area



What is a Zone Site?

- **Industrial Park or Development**
 - ✓ Magnet Site
- **A Company's Facility**
 - ✓ Usage-Driven or Subzone
- **Multiple Company Locations**
 - ✓ Subzone

The Danfoss logo is displayed in a white, cursive script font on a solid red rectangular background.The logo for IMS Worldwide Inc. features a stylized globe with blue and white segments, flanked by two horizontal bars: a red one on top and a blue one on the bottom. The text "IMS WORLDWIDE INC." is written in a blue, sans-serif font to the right of the globe.

Zone Activities

What activity can occur within an FTZ?

- Distribution
- Storage
- Testing and Inspection
- Repackaging
- Assembly
- Repair
- Scrap
- Manufacturing

What activity cannot occur within an FTZ?

- Retail operations
- Residential usage

FTZ Operational Benefits

- Duty Deferral
- Duty Elimination
- Duty Reduction
- Duty Inversion
- Duty Free Export/Scrap
- Merchandise Processing Fee Reduction via Weekly Entry
- Improved Supply Chain Velocity



What is an FTZ?

A US FTZ is a secure, geographical area authorized by the federal government, where commercial merchandise, both domestic and foreign, is **outside the commerce of the US** for Customs purposes.

International Location



Cargo

Re-Exports

Duty is never paid on components that remain within the FTZ and are exported.

US Foreign Trade Zone



Goods within FTZ Can Be:

- Stored
- Manipulated
- Value-Added
- Exported
- Scrapped

US Commerce

Duty Paid on Cargo or Finished Good



Deferring duties until goods are needed can provide significant savings.



YOUR GLOBAL GATEWAY TO NORTHWEST FLORIDA



TALLAHASSEE
INTERNATIONAL AIRPORT

**SCAN TO
LEARN MORE**



NEW FOREIGN-TRADE ZONE COMING IN 2024

BENEFITS TO NORTHWEST AND NORTH CENTRAL FLORIDA:

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- Encourages International Commerce
- Catalyst for Economic Growth in the Region
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- Improved Supply Chain Velocity
- Elimination of Duty Drawback
- Exports and Scrap are Duty Free
- Inverted Tariffs on Manufacturing

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f t i @TLHAirport



Questions?

Vanessa Spaulding, MBA, CIA, CIGA
Manager - Airport Foreign Trade Zone &
Air Service Development
Tallahassee International Airport
Office: (850) 891-7895
Email: Vanessa.Spaulding@talgov.com



12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Department of Transportation Public Transportation Grant Agreement, Financial Project #440057-3 and the required Resolution for the Design & Replacement of the AVGAS Fuel Farm at Perry-Foley Airport.

MEETING DATE REQUESTED:

February 20, 2024

Statement of Issue: Board to review and approve the FDOT Grant Agreement and required Resolution for the Design & Replacement of the AVGAS Fuel Farm at Perry-Foley Airport.

Recommended Action: Approve the FDOT Grant Agreement and Resolution.

Fiscal Impact: The Grant Agreement is in the amount of \$625,000 with with NO match required by the County as we requested and received a Rural Economic Development Initiative (REDI) waiver. The project has a total cost of \$929,500 and the County has submitted a grant application to the Florida Rural Infrastructure Fund in the amount of \$304,500 for the remainder of the funds needed for the project.

Budgeted Expense: A budget has been submitted to County Finance for inclusion in the FY 2023-2024 budget.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT grant in the amount of \$625,000 will fund the Design & Replacement of the AVGAS Fuel Farm at Perry-Foley Airport. The County has submitted a grant application to the Florida Commerce Rural Infrastructure Fund in the amount of \$204,500 as the proposed project has an estimated total cost of \$929,500.

Attachments: FDOT Public Transportation Grant Agreement and Resolution

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (Item-segment-phase-sequence) 440057-3-94-24	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number:	DPTO FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000879004
Contract Number:		
CFDA Number: N/A		
CFDA Title: N/A		
CSFA Number: 55.004		
CSFA Title: Aviation Grant Program		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Taylor County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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 Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the **design & replacement of AVGAS Fuel Farm at Perry-Foley Airport**. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, 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. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding (Aviation or Transit)**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ **Exhibit A: Project Description and Responsibilities**
- ☒ **Exhibit B: Schedule of Financial Assistance**
- ☐ ***Exhibit B1: Deferred Reimbursement Financial Provisions**
- ☐ ***Exhibit B2: Advance Payment Financial Provisions**
- ☐ ***Exhibit B3: Alternative Advanced Pay (Transit Bus Program)**
- ☒ ***Exhibit C: Terms and Conditions of Construction**
- ☒ **Exhibit D: Agency Resolution**
- ☒ **Exhibit E: Program Specific Terms and Conditions**
- ☒ **Exhibit F: Contract Payment Requirements**
- ☒ ***Exhibit G: Audit Requirements for Awards of State Financial Assistance**
- ☐ ***Exhibit H: Audit Requirements for Awards of Federal Financial Assistance**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency 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 prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency'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. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency 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 Agency 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 Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency 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 Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

9. Project Cost:

- a. The estimated total cost of the Project is \$625,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$625,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency 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", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been 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. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. 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 Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred 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 the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables 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 deliverables are received, inspected or verified, 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), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency 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. **Records Retention.** The Agency 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 records shall be furnished to the Department upon request. Records of costs incurred include the Agency'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. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- k. **Offsets for Claims.** 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 that it has with the Agency owing such amount if, upon written 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.
- l. **Final Invoice.** The Agency 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.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** 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, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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:
- "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."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency 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 arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency 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.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency 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.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Agency and its contractors agree to ensure that DBEs 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 DBEs have the opportunity to compete for and perform contracts. The Agency 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.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- 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 Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

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 Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, 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 Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency 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 Agency 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 Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency 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 Agency's audit period for each applicable audit year. In the event the Agency 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 Agency's resources obtained from other than Federal entities).
 - iv. The Agency 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. 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 Agency'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 Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

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 Agency 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 Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOT Strategic Planning no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOT Strategic Planning

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: auditor@flda.com

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
- c. The Agency 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, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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.
- b. **Discriminatory Vendor List.** 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.
- c. **Non-Responsible Contractors.** 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 Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, 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 Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** 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.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Jamie English

Name: James M. Knight, P.E.

Title: Chairman

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Replace AVGAS Fuel Farm

B. Project Location (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping), new concrete foundations, fuel system, electrical service, and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design & Replace AVGAS Fuel Farm

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

S.R. 362 - INDUSTRIAL DRIVE

New AVGAS Fuel Farm

TAXIWAY A

SAC
DESIGNATION: 40J A
PID: AE7518
N30° 04' 34.76745"
W83° 34' 30.93599"

ASOS

RESE
A'

ON: PERRYPORT
'13
26.01883"
43.81798"

EL. 43'

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440057-3-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$625,000.00
Total Financial Assistance							\$625,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$625,000.00	\$0.00	\$0.00	\$625,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$625,000.00	\$0.00	\$0.00	\$625,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: Donna.Whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

24. Noise Mitigation Projects. The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
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OGC 7/22

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:

(1) Salaries: A payroll register or similar documentation should be submitted. 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.

(2) 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.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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.myfloridalegal.com/Florida-Department-of-Financial-Services/Reference-Guide-for-State-Expenditures>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$625,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fdot.com/saa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fdot.com/saa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fdot.com/saa/compliance.aspx>



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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

***Design & Replacement of the AVGAS Fuel Farm
Perry-Foley Airport
Financial Project No: 44057-3-94-24***

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$625,000 and, FDOT will be funding a maximum of \$625,000 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Public Transportation Grant Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Jamie English or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Jamie English or his authorized designee, is herein specifically authorized to enter in to and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 20th day of February 2024 in Regular Session by the *Taylor County Board of Commissioners*.

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

By: _____
Jamie English, Chairman

Attest: _____
Gary Knowles, Clerk