SUGGESTED AMENDED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, SEPTEMBER 8, 2020
6:00 P.M.

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

IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.

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.

THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE
https://www.facebook.com/taylor.bocc

If you wish to view the meeting on Facebook you must have a Facebook profile. Search under Taylor Bocc and you can view the meeting at 4:00 pm. The Facebook livestream will not be monitored for questions or comments, please call the conference call number if you wish to speak.

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARINGS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE UPCOMING FUNDING CYCLE OF THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

5. THE BOARD TO RECEIVE BIDS FOR THE REPLACEMENT OF ONE (1) HOME FOR THE SHIP PROGRAM, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF JULY 20, 27 (2) AND 29, 2020.

7. EXAMINATION AND APPROVAL OF INVOICES FROM AUGUST 10, 2020 AND AUGUST 24, 2020.

8. THE BOARD TO CONSIDER APPROVAL OF BY-LAWS FOR 2020-2021 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

9. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE GRANT AGREEMENT NO FWC-19049 FOR TAYLOR COUNTY ARTIFICIAL REEF MONITORING, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

10. THE BOARD TO CONSIDER REQUEST TO RATIFY THE CHAIRPERSON SIGNATURE TO APPLY FOR THE FY 2020 EDWARD BYRNE JUSTICE ASSISTANCE GRANT, AS AGENDAED BY UNDERSHERIFF MARTY TOMPKINS.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES FOR TAYLOR COUNTY COASTAL DREDGING, AS AGENDAED BY HEATHER PULLEN, GRANT ADMINISTRATOR LANGTON ASSOCIATES, INC.

12. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM LANDFILL FUND RESERVE TO FUND TIPPING FEES-CLASS 1 THROUGH THE END OF THE FISCAL YEAR, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

13. THE BOARD TO CONSIDER APPROVAL OF GRIEVANCE PROCEDURES FOR THE FY 2020-2021 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.

14. THE BOARD TO CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS FOR 2017/2018, 2018/2019, 2019/2020, AND THE ANNUAL REPORT AND LOCAL HOUSING INCENTIVES CERTIFICATION, AS AGENDAED BY THE GRANTS COORDINATOR.

15. THE BOARD TO CONSIDER APPROVAL OF THE 2020-2021 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT SC128, AS AGENDAED BY THE GRANTS COORDINATOR.

16. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR AN INMATE WORK SQUAD WITH THE STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

17. THE BOARD TO CONSIDER APPROVAL OF UPDATED LOCAL HOUSING ASSISTANCE PROGRAM (LHAP) WHICH IS REQUIRED FOR SUBMISSION OF GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

HOUSING REHABILITATION GRANT PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE CHAIRPERSON'S SIGNATURE FOR FEMA NON-CONGREGATE SHELTERING REQUEST, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.

19. THE BOARD TO CONSIDER APPROVAL OF 2020 E911 RURAL COUNTY MAINTENANCE GRANT APPLICATION FOR THE 2020 FALL MAINTENANCE GRANT, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.

20. THE BOARD TO CONSIDER APPROVAL OF DRAFT CONTRACT WITH C&C CONSTRUCTION FOR FOREST CAPITAL HALL ROOF FASTENER REPLACEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

21. THE BOARD TO CONSIDER APPROVAL OF RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

22. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS (RFP) FOR PROGRAM ADMINISTRATION, MANAGEMENT AND PROJECT DELIVERY SERVICES FOR THE 2021-2023 SHIP PROGRAM AND OTHER RELATED PROGRAMS, AS AGENDAED BY MELODY COX, GRANTS WRITER.

23. THE BOARD TO CONSIDER REQUEST TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES ASSOCIATED WITH THE RECONSTRUCTION OF HAMPTON SPRINGS ROAD - SEGMENT 6 AS A RESULT OF THE GP PIPELINE PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

24. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES FOR CARES ACT FUNDS IN THE AMOUNT OF $940,906 AND SHIP CARES ACT FUND IN THE AMOUNT OF $175,200, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

25. THE BOARD TO CONSIDER APPROVAL OF A BUDGET TRANSFER FROM GENERAL FUND "RESERVE FOR CONTINGENCY" IN THE AMOUNT OF $5,629 TO COVER INCREASE IN MEDICAID REIMBURSEMENT FOR SEPTEMBER 2020.

PUBLIC REQUESTS:

26. RYAN ASMUS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROJECT LEAD TO PROVIDE M-CORES UPDATE TO THE BOARD OF COUNTY COMMISSIONERS.

27. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AMEND DEED CONVEYING LAND FROM BOARD OF COUNTY COMMISSIONERS TO QUALITY LAND, LLC, AS AGENDAED BY LAUREL LA VALLE, CURTIS LAW FIRM.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

28. THE BOARD TO CONSIDER APPROVAL OF COVID-19 FEDERALLY FUNDED PUBLIC ASSISTANCE SUBGRANT AGREEMENT #Z1913, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

COUNTY STAFF ITEMS:

29. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR FUNDING AND AUTHORIZING RESOLUTION TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT 2019/2020 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) REQUESTING FUNDING TO BE USED TO REHABILITATE VERY LOW, LOW, AND MODERATE INCOME HOMES OF QUALIFIED APPLICANTS, AS AGENDAED BY THE GRANTS WRITER.

30. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO CONSIDER FURTHER LEGAL ACTION CONCERNING A CODE ENFORCEMENT CASE AT 2890 GLOVER CARLTON ROAD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

GENERAL BUSINESS:

31. THE BOARD TO CONSIDER APPOINTMENT OF ONE MEMBER TO THE BIG BEND WATER AUTHORITY BOARD, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER, BIG BEND WATER AUTHORITY.

32. THE BOARD TO CONSIDER REQUEST TO HOLD FIREWORKS WITH SAFETY PRECAUTIONS, AS AGENDAED BY DAWN PEREZ, TAYLOR COUNTY CHAMBER OF COMMERCE.

32-A. THE BOARD TO DISCUSS MUD BOG SPECIAL EVENTS PERMIT FOR IRON HORSE MUD BOG OCTOBER 15-17, 2020, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

33. THE BOARD TO DISCUSS RIGHT OF WAY PARKING ORDINANCE, AS AGENDAED BY THE COUNTY ATTORNEY.

34. THE BOARD TO CONSIDER APPROVAL OF DRAFT ORDINANCE AMENDING ORDINANCE NO. 2017-07 TO PROVIDE THAT THE BOARD MAY ALSO USE THE SURTAX FOR OPERATIONAL EXPENSE, AS AGENDAED BY THE COUNTY ATTORNEY.

35. THE COUNTY ATTORNEY TO DISCUSS THE MAATJE VS TAYLOR COUNTY PLANNING BOARD (APPEAL) AND THE ORDER ENTERED BY THE COURT.

COUNTY ADMINISTRATOR ITEMS:

36. THE BOARD TO DISCUSS YATES CREEK LEASE EXTENSION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

37. THE BOARD TO DISCUSS COUNTY OWNED LOTS AT KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

38. THE BOARD TO DISCUSS DRAFT REQUEST FOR PROPOSAL DOCUMENTS AND ADVERTISEMENT FOR THIRD PARTY EMERGENCY MEDICAL SERVICES FOR TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

39. THE BOARD TO CONSIDER APPROVAL OF RESOLUTION AND AGREEMENT PROVIDING FOR THE TRANSFER OF MAINTENANCE RESPONSIBILITIES OF RAILROAD GRADE CROSSINGS AND CROSSING TRAFFIC CONTROL DEVICES ON WRIGHT ROAD TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

40. THE BOARD TO CONSIDER APPROVAL OF DRAFT CARES ACT PHASE ONE EXPENDITURE PLAN, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

41. THE COUNTY ADMINISTRATOR TO PROVIDE AN OPERATIONAL UPDATE.

42. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

44. 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.

- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.

- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to hold the second of two public hearings at 6:00 p.m. to discuss and receive public input on the grant application the County intends to submit for the upcoming funding cycle of the FFY 2019 Florida Department of Economic Opportunity (DEO) Small Cities Community Development Block Grant (CDBG) Program. The County will be requesting funding assistance in the amount of $750, 000 to be used for housing rehabilitation for very low, low, and moderate income homeowners.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Board to hold the second of two public hearings to discuss and receive public input on the grant application the County intends to submit for the FFY 2019 CDBG funding cycle.**

Recommended Action: **Board to hold the second of two CDBG public hearings at 6:00 p.m.**

Fiscal Impact: **The County intends to submit grant application to the FFY 2019 CDBG grant program requesting funding assistance in the amount of $750,000 to be used for housing rehabilitation for very low, low, and moderate income homeowners. The County anticipates providing rehabilitation assistance to approximately eleven (11) homes of low to moderate income households if funded. A match of $50,000 will be provided using SHIP funds.**

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

Submitted By: **Melody Cox, Grants Department**

Contact: **Melody Cox & Jami Evans, Grants Department**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **CDBG grant funds can be used for housing rehabilitation, neighborhood revitalization, commercial revitalization, and/or economic development and job creation programs. Submitting grant application requesting funding**

assistance through the housing rehabilitation or neighborhood revitalization program will have no negative impact on the County being eligible to submit application for economic development and job creation programs. The County recently closed out a CDBG housing rehabilitation grant which does cause the County to lose points on the application as an applicant cannot receive points in one of the categories if they've had a grant within the last five years. If the County is not awarded funding we can resubmit FFY2020. To be eligible to receive CDBG assistance, homeowners must live outside the city limits of Perry. Mobile homes are eligible for this program.

Attachments: Public Hearing Notice. A slide presentation will be given during the public hearing. A copy of the application as well as the slide show is available to the public for review at www.taylorcountygov.com.

Taylor County, Florida
Community Development Block Grant (CDBG)
Second Public Hearing Notice

Taylor County plans to apply to the Florida Department of Economic Opportunity (FDEO) for an FFY 2019 Small Cities Community Development Block Grant (CDBG) of $750,000 in the Housing Category. If the application is not funded under FFY 2019, the County will resubmit for FFY 2020. The activities, dollar amounts and estimated percentage benefit to low-and moderate- income persons are as follows:

Activity No.	Activity Name HOUSING REHABILITATION CATEGORY ACTIVITIES	CDBG Funding	LMI Benefit	Local Leverage	Quantity
14A	Housing Rehabilitation/Demolition/ Replacement	$615,500	100%	$50,000	11 Units
08	Temporary Relocation	$22,000	100%	$0	11 Units
21A	Administration	$112,500	N/A	$0	N/A
	TOTAL PROJECT	$750,000	100%	$50,000	11 Units

The County will provide housing rehabilitation to serve approximately eleven (11) homes of low to moderate income households within Taylor County.

The County does not expect that anyone will be displaced as a result of CDBG-funded activities. If any persons are displaced as a result of the planned activities, The County will assist them as described in the County's Anti-Displacement and Relocation Policy, which is available for review at the Taylor County Administration Office at 201 E. Green Street, Perry, Florida 32347.

A public hearing to provide citizens an opportunity to comment on the application will be held at the Taylor County Administration Office at 201 E. Green Street, Perry, Florida on **Tuesday, September 8 at 6:00 p.m.** A draft copy of the application will be available for review by contacting Jami Evans, Grants Coordinator, at phone # 850-838-3553, by noon on September 1, 2020. Persons wanting to submit written comments on the application should send them to Jami Evans, Grants Coordinator, by e-mail at jevans@taylorcountygov.com or by mail at 201 E. Green Street, Perry, Florida 32347. A final copy of the application will be made available for review during normal business hours at the Taylor County Administration Office at 201 E. Green Street, Perry, Florida 32347, no later than October 1, 2020. The application will be submitted to DEO on or before October 5, 2020. To obtain additional information concerning the application and the public hearing, contact Jami Evans, Grants Coordinator, at 850-838-3553 or by e-mail at jevans@taylorcountygov.com.

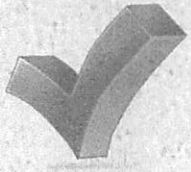
The public hearing is being conducted in a handicapped accessible location. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to advise the County at least five days before the hearing by contacting Jami Evans at 850-838-3553. If you are hearing or speech impaired, please contact the County using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

Any non-English speaking person wishing to attend the public hearing should contact Jami Evans at 850-838-3553 at least five days prior to the hearing and an interpreter will be provided.

Taylor County
Community Development Block Grant Program (CDBG)
2019/2020 Housing Rehabilitation (HR) Application

Second Public Hearing
September 8, 2020

Taylor County 2019/2020 CDBG-HR Project Process to date



1. First Public Hearing – August 3, 2020 public hearing recommends development of a housing application, and if a suitable business partner is found, an economic development application
2. Housing application drafted
3. Second Public Hearing – September 8, 2020 review the draft application, allow public input and consider resolution to authorize signatures and leverage afterwards

Taylor County CDBG-HR Benefit and Score

Housing Rehabilitation – Benefit and Scoring

a) Public Benefit Standards = Improve housing conditions for low and moderate income (LMI) persons

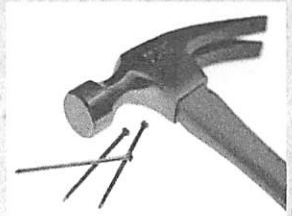
b) National Objective = Benefiting low- and moderate-income households and preventing or eliminating slums or blight (all units must be LMI)

c) Green Rehabilitation Standards

d) Must have CDBG compliant Housing Assistance Plan

e) Leverage of $50,000 Local funds for points

Taylor County 2019/2020 CDBG-HR Scope of Work



- The service area for the project will be the unincorporated area of Taylor County
- Funds will be used to rehabilitate/repair/replace owner-occupied deteriorated homes of LMI families
- A minimum of 11 (LMI) housing units are proposed to be addressed of which no less than three (3) will be low income (LI) households and no less than two (2) will be classified as very low income (VLI) households

Taylor County 2019/2020 CDBG-HR Proposed Budget

Activity	CDBG	Leverage	Total
Housing Rehabilitation/ Demolition/ Replacement	$615,500	$50,000	$665,500
Temporary Relocation	$22,000	0	$22,000
Administration	$112,500	0	$112,500
Total	$750,000	$50,000	$800,000

Taylor County 2019/2020 CDBG-HR Project Timeline

1. August 19, 2020 FFY 2019 Cycle Opening
2. October 5, 2020 FFY 2019 Due Date
3. November – December 2020 Estimated Site Visit
4. January – February 2021 Estimated Awards
5. March – April 2021 Estimated Fully Executed Award
6. August – September 2021 Estimated Release of Funds
7. July - December - 2021 Estimated Intake Applications
8. January – December 2022 Estimated Bids and Rehabilitations

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to receive bids for the demolition and construction of one home through the SHIP Program.
Meeting Date:	September 8, 2020

Statement of Issue: Board to receive bids for one demolition and construction project through the SHIP Program.

Recommendation: Receive bids for one demolition and construction project.

Fiscal Impact: $ The project will be 100% grant funded. **Budgeted Expense**: Yes [X] No [ ] N/A [ ]

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

Facts & Issues:

Bids to be received for the following homeowner who has been qualified to receive assistance through the SHIP Housing Program. The bid documents were approved by the Board at the August 3, 2020 meeting.

SHIP DEMOLITION AND CONSTRUCTION

Robin G. Miller 1410 S. Bryant Street, Perry

Options:

1. Receive Bids
2.

Attachments:

1. N/A
2.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to review and approve the By-Laws for 2020-2021 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Board to review and approve the By-Laws for 2019-2020 for the Local Coordinating Board for the Transportation Disadvantaged.**

Recommended Action: **Approve LCB By-Laws for 2020-2021**

Budgeted Expense: **Not Applicable**

Submitted By: **Jami Evans, Grants Coordinator**

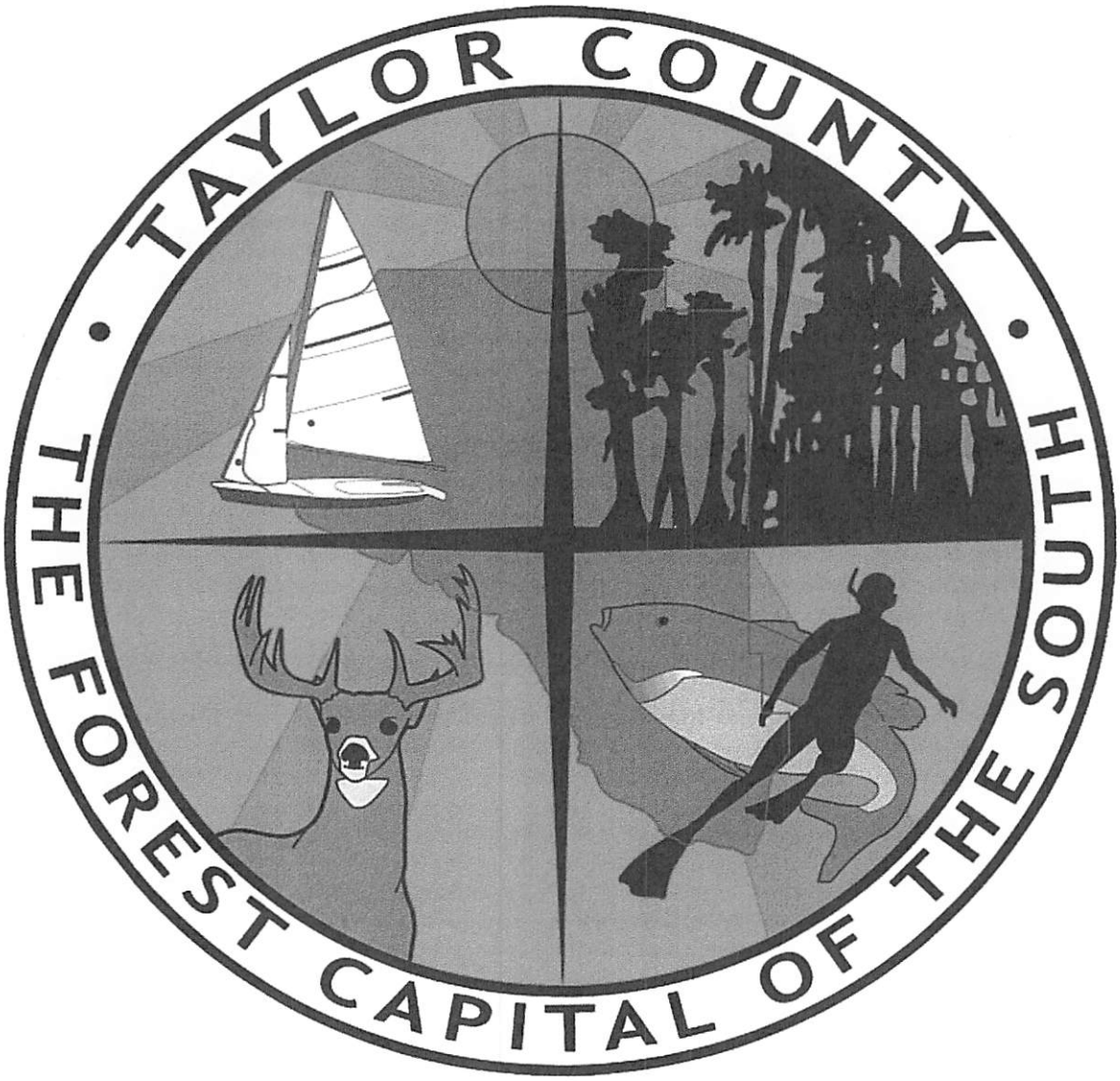
Contact: **Jami Evans**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain By-Laws and update them on an annual basis. The agencies and groups represented on the LCB are a requirement of the Florida Commission for the Transportation Disadvantaged.**

Attachments: **2020-2021 By-Laws for the LCB**

Taylor County
Transportation Disadvantaged
Local Coordinating Board
By-Laws 2020-2021



Updated September 8, 2020

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Pam Feagle, Chairman
Local Coordinating Board of the Transportation Disadvantaged

OUR MISSION: To ensure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons.

Our Vision and Values: To provide the **best** possible transportation services to the transportation disadvantaged population, providing a viable program to assist in the improvement of the quality of life of our citizens.

SECTION 1: PREAMBLE

The following sets forth the by-laws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), LCB and Planning Agency Operating Guidelines (August 2017) and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged. The by-laws also adhere to the policies and procedures as set forth by the Taylor County Board of Commissioners for County appointed and approved Committees and Advisory Boards.

SECTION II: NAME AND PURPOSE OF BOARD

A. **Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB),** hereinafter referred to as the Board.
B. **Purpose.** The purpose of the Board is to identify local service needs, assist in planning for said needs, assist with the selection and annual review of a Community Transportation Coordinator (CTC), provide information, advice and direction to the CTC on the provision of services to the transportation disadvantaged and assist in the development of the local Transportation Disadvantaged Service Plan (TDSP).

SECTION III: MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, AND TERMINATION OF MEMBERSHIP

A. **Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approved by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. The County's Veterans Service Officer or a person recommended by the local Veterans Service Officer representing the Veteran's in the County.
6. A local representative for children at risk.

7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
9. A representative of the local medical community (local health department, long term care facilities, hospitals, assisted living facilities, kidney dialysis centers, etc.)
10. A person representing the disabled of the county.
11. A representative of the public education community which could include but not be limited to, a representative of the local School Board, school transportation services, or Head Start where the school district is responsible.
12. A person who is recognized by the Florida Association for Community Action representing the economically disadvantaged.
13. Two citizen advocate representatives with one who uses the transportation services as their primary means of transportation.
14. A representative of the Florida Agency for Health Care Administration.

B. Alternate Members. The designated agencies shall name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

C. Technical Advisors - Non-voting Members. Additional non-voting members may be appointed by the Board of County Commissioners or by majority vote of the LCB to provide technical advice as necessary.

D. Terms of Appointment. Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms. Members may be reappointed if requested by the agency or group the member is representing and if approved by the Board of Commissioners. Terms are staggered to prevent a significant turnover during a particular period.

E. Termination of Membership. Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. The County/Planning Agency shall maintain an attendance roster for each LCB meeting. This roster shall be submitted to the TD Commission with each quarterly report. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners and guidelines of the Florida Commission for the Transportation Disadvantaged.

SECTION IV: OFFICERS AND DUTIES

A. **Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.

B. **Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be the appointee of the Taylor County Board of Commissioners. The Chairperson will serve until their elected term of office expires or otherwise replaced by the Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.

C. **Vice-Chairperson**. The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. LCB members can serve more than one term as Vice-Chairperson, but not for consecutive terms. The annual organizational meeting is held at the 1st quarter meeting in (normally September) to elect a Vice-Chairperson for the upcoming new fiscal/grant reporting year. If there is a tie vote for the Vice-Chairperson at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

   At the organizational meeting for FY 2017-2018 there was a tie vote for the Vice-Chairperson. The LCB members voted to have Co-Vice Chairpersons for the upcoming year. In the event the Chairperson is unable to attend a LCB meeting or represent the LCB and both Vice-Chairpersons are present, the acting Chairperson will be determined by a coin toss. To ensure this situation does not occur in upcoming years, if there is a tie vote at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

SECTION V: BOARD MEETINGS

A. **Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.

B. **Meeting Standards.** All meetings including committee meetings shall function under the "Government in the Sunshine Law". All meetings will provide an opportunity for public comment.

C. **Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.

D. **Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 5 of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote it taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

E. **Notice of Meetings.** Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the largest circulating newspaper in the designated area at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

A. **General.** The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in Chapter 427.0157 Florida Statutes and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). These responsibilities include providing sufficient staff to manage and oversee the operations of the local program, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Local Coordinating Board within the limit of resources available.

SECTION VII: BOARD DUTIES

A. **Board Duties.** The Local Coordinating Board member duties, with the assistance of the Planning Grant staff, shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Managers files.

2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
3. Annually review, make recommendations and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP. Ensure all appropriate parties are included in the process including the public, the planning agency and the CTC.
4. Annually evaluate the CTC's performance in general and relative to insurance, safety requirements and standards as referenced in Rule 41-2, 006, FAC, and results of standards in the most recent TDSP. The LCB shall set an annual percentage goal increase (or establish a percentage) for the number of trips provided within the system to be on public transit where such services are available. (There is currently no other public transit service in Taylor County). The LCB shall utilize the Commission's Quality Assurance Performance Evaluation Tool to evaluate the performance of the CTC. This evaluation Tool and Summary will be submitted to the Commission upon approval by the LCB.
5. In cooperation with the CTC, review and provide recommendations to the Commission and the Taylor County Board of Commissioners, on all applications for local government, state or federal funds relating to transportation of the transportation disadvantaged in the designated service area to ensure that any expenditures within the designated service area are provided in the most cost effective and efficient manner (427.0157(3), FS). The accomplishment of this requirement shall include the development and implementation of a process by which the Coordinating Board and CTC have an opportunity to become aware of any federal, state or local government funding requests and provide recommendations regarding the expenditure of such funds. Such funds may include expenditures for operating, capital or administrative needs. Such a process should include at least:

   A. The review of applications to ensure that they are consistent with the TDSP. This review shall consider:
      a. The need for the requested funds or services;
      b. Consistency with local government comprehensive plans;
      c. Coordination with local transit agencies, including the CTC;
      d. Consistency with the TDSP;
      e. Whether such funds are adequately budgeted amounts for the services expected; and,
      f. Whether such funds will be spent in a manner consistent with the requirements of coordinated transportation laws and regulations.

   B. Notify the Commission of any unresolved funding requests without delays in the application process.

6. When requested, assist the CTC in establishing eligibility guidelines and trip priorities.

7. Review coordination strategies for service provision to the transportation disadvantaged in the designated service area to seek innovative ways to improve cost effectiveness, efficient, safety, operating hours, and types of service in an effort to increase ridership to a broader population (427.0157(5) FS). Such strategies should include:

   A. Evaluation of multi county or regional transportation opportunities. Supporting inter- and intra-county agreements to improve coordination as a way to reduce costs for service delivery, maintenance, insurance, or other identified strategies; and

   B. Seeking the involvement of the private and public sector, volunteers, public transit, school districts, elected officials and others in any plan for improved service delivery.

8. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners and in compliance with the Transportation Disadvantaged Commission standards, shall be followed.
9. Annually review coordination contracts (if applicable) to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available (41-2.008(3) FAC).
10. Annually hold a minimum of one (1) public hearing/workshop. This must be a separate meeting from a quarterly LCB meeting and must have its own agenda and minutes, for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
11. All LCB members will be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest (41-2.012(5)(d) FAC).
12. Work cooperatively with regional workforce development boards established in Chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program (427.0157(7), FS).

SECTION VIII: COMMITTEES

A. Committees. Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

SECTION IX: COMMUNICATIONS WITH OTHER ENTITIES AND AGENCIES

A. **General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

SECTION X: CERTIFICATIONS

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 8th day of September, 2020.

_____
Pam Feagle, Chairman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the 17th day of September, 2020.

_____
Pam Feagle, Chairman
Local Coordinating Board for the
Transportation Disadvantaged.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Consent Item

SUBJECT/TITLE:	**Request to Sign the Amendment to the Grant Agreement No. FWC-19049 for Taylor County Artificial Reef MONITORING**
Meeting Date:	~~August 18, 2020~~ September 8, 2020

Statement of Issue: Sign the Amendment to the FWC Grant Agreement No. 19049 for Taylor County Artificial Reef MONITORING 2019-2020

Recommendation: **Sign Amendment to FWC Grant Agreement No. 19049 Taylor County Artificial Reef MONITORING**

Fiscal Impact: $ 10,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In the Board Meeting held in January 21th, 2020 the Board approved and signed grant Agreement No. FWC-19049 for the MONITORING of the artificial Reef material at the Buckeye Reef. Due to the COVID-19 pandemic and restrictions imposed at the State and County level, the activities have not started, and it is very likely to start beyond the deadlines stated in the original Agreement. Therefore, FWC made and Amendment to the Agreement No. 19049, so the County can still use the grant funds 2020-2021

Options:

1. Sign the Agreement's Amendment
2. Not signing the amendment

Attachments:

1. Amendment 1 to Agreement No. 19049
2. Agreement No. 19049

Florida Fish and Wildlife Conservation Commission

Commissioners
Robert A. Spottswood
Chairman
Key West

Michael W. Sole
Vice Chairman
Tequesta

Rodney Barreto
Coral Gables

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the
Executive Director
Eric Sutton
Executive Director

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

Jennifer Fitzwater
Chief of Staff

Division of Marine
Fisheries Management
Jessica McCawley
Director

(850) 487-0554
(850) 487-4847 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

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

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

MyFWC.com

July 30, 2020

Victor Blanco
Taylor County – FL Sea Grant
203 Forest Park Dr.
Perry, FL 32348

RE: Grant Agreement FWC-19049-A1
Taylor County Artificial Reef Monitoring 2019-20

Dear Mr. Blanco:

Please find enclosed digital copies of the above referenced Amendment #1 for Grant Agreement FWC-19049 for your review and signature. Please have the appropriate county representative sign the signature page (Page 1 of 1) and return all signed copies to me by email at Jeffrey.renchen@myfwc.com.

Upon execution of Amendment #1 by the Florida Fish and Wildlife Conservation Commission, an original, signed copy will be returned for your file.

This is a no cost time extension to allow for the completion of all listed deliverables in the Agreement to be completed no later than December 31, 2021. As before, the draft of the final report will be due to FWC sixty (60) days prior to the expiration date of the grant.

If you have any questions regarding the Amendment, please contact me at (850) 528-3613 or by email at jeffrey.renchen@myfwc.com.

Sincerely,

Jeff Renchen, Fisheries Biologist IV
Artificial Reef Program
Division of Marine Fisheries Management

Enclosures

- Amendment #1 to Agreement FWC-19049
- Copy of Agreement FWC-19049

JDR

FWC Agreement No. 19049-A1

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 19049, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Taylor County, FEID # 59-6000879, whose address is 203 Forest Park Drive, Perry FL, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement to the Agreement expiration date of December 31, 2020 are hereby changed to **December 31, 2021.**

All provisions of the ORGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Signature

Name:_____

Title:_____

Date:_____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

_____
Signature

Name:_____

Title:_____

Date: _____

Approved as to form and legality by FWC Attorney:

/s/ Quilla Miralia

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 19049

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Artificial Reef Program	**CSFA No(s).:** 77-007
State Award No(s).: FWC-19049	**State Award Year(s):** 2019-20
State Award Name(s): Taylor County Artificial Reef Monitoring 2019-20	

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

WHEREAS, the Commission and Grantee have partnered together to assess the material condition and fish assemblages on artificial reefs within the Buckeye Reef artificial reef permitted area; and,

WHEREAS, Grantee has been awarded the grant entitled "Taylor County Artificial Reef Monitoring 2019-20" (Grant Agreement number FWC-19049); and,

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

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2020. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,000.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for

allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

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

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

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

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

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

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

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

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

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

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

7. MONITORING.

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

8. TERMINATION.

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

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

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

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

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

9. REMEDIES.

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

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

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

FOR THE COMMISSION:
Grant Manager
Jeff Renchen
Fisheries Biologist IV
Division of Marine Fisheries Management
1875 Orange Avenue East
Tallahassee, FL 32311
Phone: (850) 617-9634
Fax: (850) 487-4847
jeffrey.renchen@myfwc.com

FOR THE GRANTEE:
Grant Manager
Victor Blanco
Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension
203 Forest Drive
Perry, FL 32348
Phone: (850) 838-3508
Fax: (850) 838-3546
victorblancomar@ufl.edu

11. AMENDMENT.

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

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

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. **PROPERTY RIGHTS.**

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

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

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

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

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

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

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

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

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

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

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

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. **Authority.** Grantee is not permitted to subcontract any work under this Agreement, and therefore, the following terms and conditions do not apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

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

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

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

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

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

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

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

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

16. INSURANCE.

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

17. SPONSORSHIP.

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

18. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.
iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

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

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

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

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

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

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

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

23. FEDERAL COMPLIANCE.

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

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

ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

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

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

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

C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

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

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

F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

I. **Prohibition against Lobbying.**

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

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

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

25. **CONTRACT-RELATED PROCUREMENT.**

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. **PROFESSIONAL SERVICES.**

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

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

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Pam Feagle
SIGNATURE

Name: Pam Feagle

Title: Chairman

Date: 1/21/20 PF

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name: DAN ELLIOT

Title: Section Leader

Date: 1-23-20

Approved as to form and legality by FWC Attorney:

SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049

1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS/SERVICES

The two main purposes of this project are to continue the Taylor County's artificial reef biological monitoring program and evaluate the stability and function of the existing artificial reef materials within the Buckeye Artificial Reef permitted site. To accomplish these goals, the following deliverables will be achieved: (1) host a re-training program for all Taylor County Reef Research Team volunteers on proper data collection procedures and fish identification; (2) conduct a minimum of 12 artificial reef biological and material assessments on six patch reefs within the Buckeye Artificial Reef permitted area; (3) draft a data analysis summary that assesses the results of the monitoring surveys.

The selected monitoring sites are based upon the results from the first year of sampling within this permitted area (completed in 2018) and are intended to become long-term monitoring stations to increase the County's knowledge on spatial and temporal changes in the abundance and composition of fish species observed at each sampling location. This information will help inform future artificial reef development in the region.

This study will monitor six (6) of the 33 separate patch reefs within the Buckeye Artificial Reef permitted area. These reefs were deployed between the years of 1998 and 2015. This area provides a great opportunity to observe three commonly used artificial reef materials (metal, concrete modules, and secondary-use concrete) over time.

During this Agreement, the six (6) patch reefs will be monitored through diver surveys. A minimum of 3 qualified divers will collect fish census data, video and complete a material assessment for each site during the Agreement.

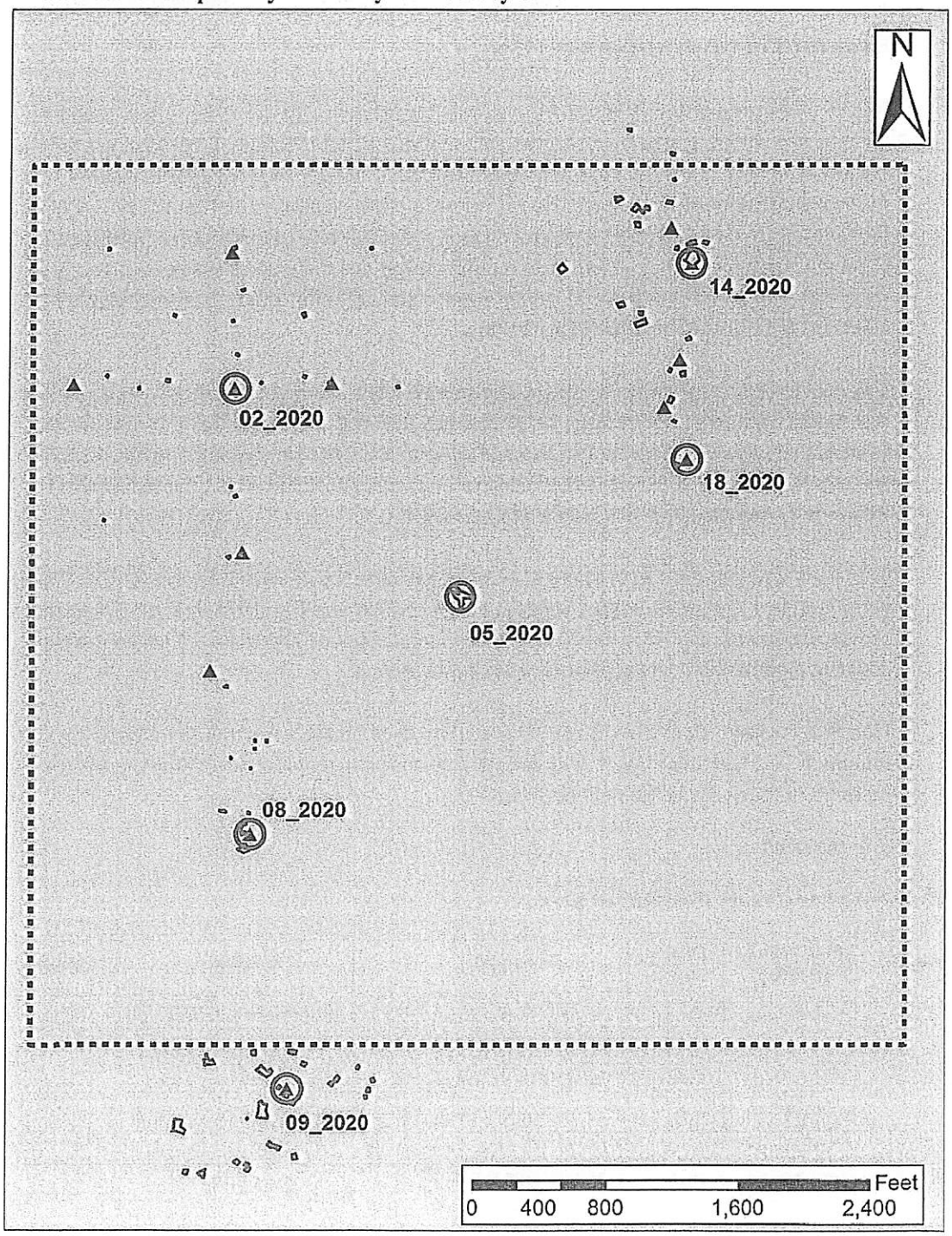
Site Description

TABLE 1: Taylor County Dive Survey Sites

Reef Name	Deployment ID (FWC)	Deploy Year	Location	Material	Depth
02_2020	TA0030	08/2013	29° 38.879' N, 83° 54.767' W	4 Concrete Lindberg Cubes	50'
05_2020	N/A	N/A	29° 38.675' N, 83° 54.507' W	Pieces of Scrap Metal	48'
08_2020	TA0031	09/2013	29° 38.440' N, 83° 54.748 W	Concrete Culverts/Pipes	50'
09_2020	TA0013	05/2003	29° 38.190' N, 83° 54.706' W	4 Towers (2 large, 2 Junior)	51'
14_2020	TA0010	06/1996	29° 39.003' N, 83° 54.245' W	Pieces of Scrap Metal	47'
18_2020	TA0034	08/2015	29° 38.809' N, 83° 54.250' W	Large Scrap Metal	47'

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049

FIGURE 1: Map of Taylor County Dive Survey Sites



Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049

Materials and Methods

i. **Data Collection Training Course**

All volunteer members of Taylor Reef Research Team will be required to attend and participate in a basic data collection and fish identification course. The course will be led by an University of Florida or Sea Grant instructor who has the experience in preforming marine survey techniques, scientific diving and identifying Gulf of Mexico reef fish species. The course will cover, in detail, the proper methods for Stationary Visual Census (Bohnsack, 1986) and Reef Environmental Education Foundation's (R.E.E.F.) Roving Diver technique to collected fish census data (Schmitt and Sullivan 1996). In addition to learning the survey procedures, volunteers will be taught how to correctly identify and estimate the number of the observed fish. Underwater video and/or photos will be used as teaching aids and test materials, to provide participants with examples of local reef fish communities.

ii. **Diver Surveys**

Survey condition data will be recorded prior to each sampling event and will include survey date, patch reef name and coordinates, survey time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application). All surveyors must score a 90% or better on the training exam to participate as a volunteer for fish identification and fish count portion of the surveys within this Agreement.

Fish census data will be collected using the Stationary Visual Census technique (Bohnsack, 1986). During the timed stationary census, species, counts, and relative size ranges will be recorded by slowly rotating in place in a conceptual 7-meter (23 ft) diameter surface-to-substrate cylinder for at least 5 minutes, and up to 10 minutes depending on fish abundance and diversity. Following the stationary count, roving diver counts will use the R.E.E.F. method to estimate the total number of fish using a logarithmic scale: single = 1, few = 2-10, many = 11-100, abundant = 100+. Special attention will be given to locating and identifying cryptic species during the roving diver survey. Any evidence of live or deceased sea turtle activity will also be noted.

A representative 1 to 2 minute video of the survey will be taken by each dive group. Each video will be reviewed and compared to collected diver fish census data for quality assurance and quality control of data. The videos will also be used to review any uncertain fish identification and as a future training tool for new volunteers.

In addition to the biological monitoring activities, the **GRANTEE** will also conduct a material assessment for each site. Inspection of material will include material description, structural integrity/condition, material layout/footprint, top and bottom

elevation of each artificial reef structure. Divers will also make note of site visibility, temperature, depth, substrate and sand overburden.

Upon project completion, a Data Analysis Summary detailing all sample collection, data analysis, and results (including statistical comparisons of reef sites as defined in Table 1) will be prepared and submitted for **COMMISSION** review.

B. BACKGROUND

Since 1990, Taylor County has deployed more than a total of 1,354 tons of material. Currently the County has two active permitted sites, Steinhatchee Fisheries Management Area and Buckeye Reef, valid until 09/30/2019 and 09/29/2020 respectively.

In the past, the County relied on Taylor County Reef Research Team (TCRRT), a group of volunteer divers, to collect and report artificial reef monitoring data. Unfortunately, no homogenous methods were used for the data collections and the team since disbanded.

With the guidance of Florida Sea Grant agent, Victor Blanco, Taylor County is currently revising its artificial reef program to include re-establishing a permanent artificial reef monitoring effort. This effort includes establishing verified and reliable monitoring procedures, relaunching and recruiting new members for the TCRRT and evaluating Taylor County's reefs on a regular schedule. The first year of the re-established monitoring program was completed in 2019, and sampled 18 different patch reefs within the Buckeye Reef Site. This Agreement is for the continuation of the Taylor County volunteer monitoring program using information gained in the first year of sampling to select six representative patch reefs within the Buckeye Reef Site that will be long-term monitoring stations.

C. SUPPORT OF COMMISSION MISSION

Collection of biological and physical data from this study will be used to assess the relative habitat value and stability among artificial reefs characterized by specific combinations of depth and structural materials. This information will help with artificial as well as natural reef habitat management in coastal environments in central west Florida. By conducting systematic checks of artificial reefs deployed for varying amounts of time, as proposed in this study, managers will be able to better address long-term questions regarding rates of colonization and ecological succession of benthic assemblages, in addition to changes in physical characteristics of the habitats.

D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

ii. "Sampling Event" means a one-time diver survey collecting fish census data and conducting a material assessment. Diver surveys must consist of a at least three (3) qualified personnel on a specific reef site to collect the required information.

E. DATA STORAGE

All data collected during field operations (e.g., navigation and positioning, still and video imagery in digital format, and observational fish surveys) will be recorded in the field in an organized field notebook (e.g. spiral bound book, binder, or collection of completed survey forms) or digitally recorded on a ruggedized, military-grade shock resistant, travel hard drive or laptop. If the data is initially recorded in a field notebook, it will be transferred to an appropriate digital storage device (e.g. external hard drive or desktop computer) before the end of the Agreement.

GRANTEE will provide the **COMMISSION** with a copy of all project data collected upon request.

2. DELIVERABLES

A. Deliverable #1 (Data Collection Training Course)

During the grant period, a total of one (1) unit of this deliverable is expected.

i. Specific Project Deliverables & Associated Tasks

One unit for this deliverable consists of the successful completion of a training course lead by a qualified instructor with experience in fish sampling and identification in the Gulf of Mexico.

ii. Minimum Level of Performance

The training course will be in compliance with the requirements stated in the **DESCRIPTION OF GOODS/SERVICES.** The **GRANTEE** shall widely advertise the course to interested/qualified individuals. All taught fish sampling methods will be

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049

as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. At least six (6) participants must attend the training and score at least 90% on the commission approved final exam.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be a copy of the course advertisement, power point or similar teaching tool addressing the material that was taught during the course, a sign in/out attendance sheet, and completed exams from all participants.

iv. Timeline for Completion

A draft syllabus including the number of in-class hours, training content and exam will be submitted to the **COMMISSION** for approval at least 30 days prior to the class. All documentation as evidence of the training course performance will be submit prior to conducting any diver surveys (Deliverable #2).

B. Deliverable #2 (Diver Surveys)

During the grant period, a total of 12 units of this deliverable are expected (two per site). Survey locations will only include reef sites described in **TABLE 1**.

i. Specific Project Deliverables & Associated Tasks

One unit for this deliverable consists of the successful completion of stationary observation fish census, roving diver fish census, and material assessment by a team of at least three (3) qualified divers that attended and passed the training course exam (Deliverable #1).

ii. Minimum Level of Performance

Sampling events will be in compliance with the survey procedures as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. Underwater horizontal visibility during a sampling event must be a minimum distance of at least 10 feet verified by a reference object 10 feet in distance from the surveyor.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be one (1) spreadsheet listing each reef surveyed providing information on the survey date, survey site and location, survey

time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application), survey method(s), types of reef materials surveyed, material relief, material condition and estimated horizontal underwater visibility. In addition, any problems experienced or unusual observations or situations during any portion of the surveys shall be described in the progress report.

Tabular data will be provided in a standard XLS, XLSX, or a CSV tabular format that can readily be imported into any database or spreadsheet software.

iv. Timeline for Completion

Details of the sampling events completed will be submitted to the **COMMISSION** with the draft version of the Data Analysis Summary (Deliverable #3).

C. Deliverable #3 (Draft Version of the Data Analysis Summary)

i. Specific Project Deliverables & Associated Tasks

The **GRANTEE** shall provide a draft version of the Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The draft version of the Data Analysis Summary will contain summaries of each monitoring event including date, dive/video conditions, physical descriptions of material stability, tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence), and any sea turtle observations. The purpose of the draft summary is to provide the **COMMISSION** a minimum 30-day review period to provide the **GRANTEE** with peer review comments on the final analysis summary.

ii. Minimum Level of Performance

At a minimum, the Data Analysis Summary draft shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results of material assessment and fish census, and statistical analysis;
3. A discussion section to provide:
    a. conclusion and interpretation of results;

b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
c. possible future research questions;
d. problems that limited the results of the project.

4. Tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
   a. Name of the site;
   b. Date surveyed;
   c. North Arrow and Scale Bar
   d. Reef material location
7. A tabular inventory, photo documentation and condition of artificial reefs monitored;
8. All raw and summarized data, formatted in accordance with FWC standards, must be provided on accompanying CD(s), DVD(s), and/or USB;
9. If requested, all digital images and video must be provided on accompanying CD(s), DVD(s), and/or USB;
10. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (=) file on a CD rom or USB, suitable for posting on the internet.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic standard DOC, DOCX, or PDF document providing a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The draft version of the Data Analysis Summary will be submitted to the **COMMISSION** at least 60 days prior to the expiration date of the grant Agreement.

D. Deliverable #4 (Final Data Analysis Summary)

i. Specific Project Deliverables & Associated Tasks

A final Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The final Data Analysis Summary will contain summaries of each monitoring event including date, dive conditions, physical descriptions with tables and spreadsheet summarizing biological

characteristics (species lists, fish counts, relative abundance, frequency of occurrence, biomass, benthic percent cover and relative abundance) and sea turtle observations.

ii. Minimum Level of Performance

At a minimum, the Data Analysis Summary draft shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results of material assessment and fish census, and statistical analysis;
3. A discussion section to provide:
    a. conclusion and interpretation of results;
    b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
    c. possible future research questions;
    d. problems that limited the results of the project.
4. Tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
    a. Name of the site;
    b. Date surveyed;
    c. North Arrow and Scale Bar
    d. Reef material location
7. A tabular inventory, photo documentation and condition of artificial reefs monitored;
8. All raw and summarized data, formatted in accordance with FWC standards, must be provided on accompanying CD(s), DVD(s), and/or USB;
9. If requested, all digital images and video must be provided on accompanying CD(s), DVD(s), and/or USB;
10. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (=) file on a CD rom or USB, suitable for posting on the internet.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic PDF document completed to the satisfaction of the **COMMISSION** providing a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The final Data Analysis Summary will be submitted to the **COMMISSION** prior to the expiration date of the grant Agreement.

3. FINANCIAL CONSEQUENCES

A. If survey data is not in compliance with the standards set forth in this Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE**'s payment.

B. If the Data Analysis Summary is not provided to the satisfaction of the **COMMISSION**, the budget amount allocated for that deliverable will be deducted from the **GRANTEE**'s payment.

C. If the **GRANTEE** fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE**'s payment.

4. PERFORMANCE

A. Written or electronically transmitted progress reports must be sent to the **COMMISSION**'s Contract Manager at no less than 60-day intervals beginning from the date of execution of this agreement. An email to the **COMMISSION**'s Contract Manager describing the activities that occurred pertaining to this Agreement will be an acceptable progress report.

B. The **GRANTEE** shall provide the **COMMISSION** at least a 14 day notice prior to the scheduled data collection training course of the scheduled date and time of the course to allow **COMMISSION** staff to attend.

C. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.

D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

E. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact

the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

F. With the exception of lionfish (Pterois sp.) eradication, the harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this Agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this Agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this Agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.

G. Any published articles related to this artificial reef activity shall acknowledge funding from the Florida Fish and Wildlife Conservation Commission, and reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

5. COMPENSATION AND PAYMENT

A. FEE SCHEDULE

For satisfactory completion of one (1) Data Collection Training Course, twelve (12) Dive Surveys, one (1) Draft Version of the Data Analysis Summary, and one (1) Final Data Analysis Summary, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **$10,000** on a fixed price basis according to the cost per unit in the following table:

TABLE 3

Monitoring Deliverables	Unit Number	Cost Per Unit	Total Cost
#1 – Data Collection Training Course	1	$1,500	$1,500
#2 – Diver Surveys	12	$300	$3,600
#3 – Draft Data Analysis Summary	1	$1,400	$1,400
#4 – Final Data Analysis Summary	1	$3,500	$3,500
TOTAL			**$10,000**

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049

B. INVOICE SCHEDULE

Invoices shall be submitted upon completion of the final deliverable and submitted at the end of the Agreement.

C. TRAVEL EXPENSES

Travel expenses are included in the fee schedule amount of this Agreement, and no additional travel or incidental expenses shall be compensated.

9. MONITORING SCHEDULE

No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to intellectual property rights.

11. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

12. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

13. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

14. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

15. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049

16. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Grant Agreement No. 19049, Section 33, "Employment Eligibility Verification (E-Verify)" does not apply to the **GRANTEE** for this Agreement.

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Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, 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 Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$750,000.00 ($500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$750,000.00 ($500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

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

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the

audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

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

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
N/A	Federal Aid in Sport Fish Restoration Program	N/A
	Total Federal Awards	

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

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
N/A	none

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
N/A	none	N/A
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77-007	Florida Artificial Reef Program	$10,000
	Total State Awards	$10,000

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

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77-077	n/a
	1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded. 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be compiled with in order to receive funding under this Agreement. 3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 19049, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Taylor County, FEID # 59-6000879, whose address is 203 Forest Park Drive, Perry FL, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement to the Agreement expiration date of December 31, 2020 are hereby changed to **December 31, 2021.**

All provisions of the ORGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Signature

Name:_____

Title:_____

Date:_____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

_____
Signature

Name:_____

Title:_____

Date: _____

Approved as to form and legality by FWC Attorney:

/s/ Quilla Miralia

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO RAFIFY THE CHAIRPERSON SIGNATURE TO APPLY FOR THE FY2020 LOCAL DIRECT BYRNE / JAG GRANT.
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: FY2020 LOCAL DIRECT BYRNE / JAG (JUSTICE ASSISTANCE GRANT) FUNDS ALLOCATED FROM THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR THE PURCHASE OF LAW ENFORCEMENT EQUIPMENT.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: UNDERSHERIFF MARTY TOMPKINS

Contact: 850-843-0440

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FY2020 LOCAL DIRECT BYRNE / JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE A YEALRY GRANT THAT IS GIVEN OUT TO LOCAL LAW ENFORCMENT AGENCIES TO HELP IN PURCAING EQUIPMENT. THIS YEAR, THE SHERIFF OFFICE WOULD LIKE TO PURCHASE 8 ADDITIONAL AUTOMATED EXTERNAL DEFIBRILLATORS THAT WILL BE PLACED IN DEPUTIES PATROL CARS.

Options: APPROVE / NOT APPROVE

Attachments: 1) PROGRAM NARRATIVE
2) U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS SIGNATURE PAGE

OMB No. 1121-0329
Expires 11/30/2020
BJA-2020-17276

Program Narrative

Overview & Funding Request

The Taylor County Sheriff's Office serves a rural county population of approximately 21,693 residents[1] and encompasses more than 1,200 square miles. Taylor County is designated a rural community by Florida Statute 288.0656 and is also designated rural by the US Census Bureau and the Office of Management and Budget. As of the date of this application, Taylor County Sheriff's Office has a total of 42 personnel with 36 of these full-time sworn deputies.

The Taylor County Sheriff's Office certifies that it possesses the legal authority to receive the funds to be provided and also certifies that it possesses the authority to legally execute and bind the Taylor County Sheriff's Office to the terms of the award agreement.

The Taylor County Board of County Commissioners (BOCC) has approved the Taylor County Sheriff's Office (TCSO) to use FY2020 Local Direct Byrne/JAG funds allocated from the Department of Justice, Bureau of Justice Assistance for the purchase of law enforcement equipment.

Taylor County and TCSO will also set aside 3% of the $11,693 allocated, or $351, to use towards the costs of implementing and complying with the State of Florida and the Florida Department of Law Enforcement's (FDLE) Florida Incident Based Reporting System (FIBRS) which will provide National Incident Based Reporting System data to the Federal Bureau of Investigation. As a result, TCSO requests Federal grant funding to purchase automated external

[1] 2018 estimated population data

defibrillator (AED) equipment for law enforcement patrol vehicles, and to pay travel costs and related expenditures, such as hardware or software, necessary for FIBRS reporting.

According to the American Heart Association (AHA), a sudden cardiac arrest victim requires defibrillation to stop ventricular fibrillation (VF). VF can be a fatal heart condition, and the only known treatment for sudden cardiac arrest is for the victim to receive a shock from a defibrillator as quickly as possible. It is estimated that more than 95% of cardiac arrest victims die before reaching the hospital.[2] Chances of survival are reduced 7-10% every minute that passes without CPR and defibrillation, and few attempts to resuscitate a cardiac arrest victim succeed after 10 minutes.[3] TCSO intends to acquire portable AED devices to place in agency patrol vehicles to be used by deputies in emergency responder situations for involving the public and law enforcement officers experiencing cardiac arrest.

If awarded, TCSO Uniform Patrol Division will procure the AED equipment in accordance with agency purchasing procedures and Federal purchasing requirements specified in 2 CFR 200.317-326. Upon receipt, the equipment will be inventoried and distributed to patrol vehicles, after which time they will undergo routine inspection and testing to maintain functionality in accordance with agency procedures. TCSO deputies will also undergo training as required to operate the devices in their vehicles.

With regards to the 3% set-aside for FIBRS/NIBRS, TCSO is currently working with FDLE and the record management system (RMS) vendor to assess FDLE's technical requirements documents to determine the necessary system modifications. Once the vendor has incorporated all requirements for integration with FIBRS, TCSO will use FY20 Local Direct

[2] Cardiac Science, Lives Lost
[3] "Cardiac Arrest," from the American Heart Association https://www.heart.org/?identifier=4481.

Byrne/JAG funds to send designated personnel to attend training on how to use the new system, as well as towards any necessary hardware or software.

Project Identifiers

This grant requests funding for the following BJA JAG Project Identifiers:

- Equipment – General
- Policing
- Officer Safety/Wellness

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

X Pam Feagle
Signature of Chief Executive of the Applicant Unit of Local Government

08/17/2020
Date of Certification

Pam Feagle
Printed Name of Chief Executive

Chairperson
Title of Chief Executive

Taylor County Board of County Commissioners
Name of Applicant Unit of Local Government

TAYLOR COUNTY BOARD OF COMMISSIONERS *County Commission Agenda Item*	
SUBJECT/TITLE:	**Taylor County RESTORE Act Program Planning and Design – Coastal Dredging Projects for Keaton Beach and Steinhatchee Boat Ramp Request for Statements of Qualifications Engineering Services for Taylor County Coastal Dredging.**
MEETING DATE REQUESTED:	Tuesday, September 8, 2020

Statement of Issue: Request for Approval to Begin SOQ process

Recommended Action: Approval of SOQ for Engineering Services

Fiscal Impact: $135,000.00
Budgeted Expense: None

Submitted By: Heather Pullen, Grant Administrator Langton Associates, Inc.
Contact: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On July 8, 2020, Taylor County was awarded $148,500.00 in RESTORE Act Direct Component Program funding for the Planning and Design of the Keaton Beach and Steinhatchee Boat Ramp Coastal Dredging projects. Taylor County is now ready to solicit engineering services to complete the planning and design activities required in the Award Agreement. We are seeking approval to begin the process which will open on September 9, 2020 and close on October 9, 2020 to allow thirty (30) days for completion and submission of responses.

Options: N/A
Attachments: SOQ – Engineering Services for Taylor County Coastal Dredging projects

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 106 Phone
(850) 838-3501 Fax

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

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing engineering services for coastal dredging projects that require studies, design, plan production, and construction inspection/management services.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "***Sealed SOQ for Engineering Services - Taylor County Coastal Dredging***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on Friday October 16, 2020. **All SOQs MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** SOQs will be opened and respondents announced at 6:XX P.M. local time, or as soon thereafter as practical, on Tuesday October 20, 2020, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

SOQ information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded from the Taylor County web site: http://www.taylorcountygov.com/government/county_bids/index.php.

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500, Ext 4.

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

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 106 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

GENERAL CONSIDERATIONS

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.

3. Statements of Qualifications that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and will be returned to the responder unopened.

4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

5. Statements of Qualifications constitute an offer to contract, which will remain valid and in effect, for a period no less than 180 days from the date of submission.

6. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.

7. The Respondent shall be licensed to perform the required services in Florida and work in Taylor County on all areas of work outlined in this proposal.

8. Two or more firms may combine for the purpose of responding to this solicitation provided that one is designated as the "Prime" Respondent. The other firm(s) will be referred to as the "Sub-Consultant(s)". By signing and submitting the cover page with a response, the Respondent certifies that the response is made without prior understanding, agreement or connection with any corporation, firm, entity, or person submitting a response for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion, fraud, and that the individual signing the Cover Sheet has full authority to negotiate for and bind the Respondent.

9. By submitting a response, the Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award. Breach or violation of this provision serves as just cause to terminate the award without liability and, to deduct from the agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10. Statements of Qualifications must include a completed:

    A. Certificate(s) of Insurance or Sworn Statement from Insurance Agent

    B. Hold Harmless, Release and Indemnity Agreement (Only applicable when State of Florida Workers' Compensation Exemption is being used)

    C. Florida Public Entity Crimes Statement as required by F.S. §287.133 (3) (a).

    D. Byrd Anti-Lobbying Amendment Certification Form

    E. Copeland Anti-Kickback Act (40 U.S.C. 3145) Certification Form

    F. Drug Free Work Place Statement as outlined by F.S. §287.087.

11. All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an "Additional Insured" and the following coverages on the respondent: $1,000,000 Errors and Omissions, $1,000,000 General Liability and Workers' Compensation Insurance. Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the bid, Certificates of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. Additionally, all proposed sub-consultants shall be insured under the Respondent's policies. All coverages for sub-consultants shall be the same as the requirements stated herein.

12. Responders shall include certification information showing Workers' Compensation Insurance/Exemption on all employees working on the project. Workers' Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.

13. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the proposed award may be revoked and negotiations initiated with the next lowest Respondent who meets all proposal specifications.

14. Federal Requirements

    A. Use of Federal Funds – Resources and Ecosystems Sustainability Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011 (RESTORE Act)

        1. Any contract(s) awarded under this solicitation are expected to be funded in part by a grant from the U.S. Department of the Treasury. Neither the United

States nor any of it departments, agencies, or employees is or will be a party to this solicitation or any resulting contract.

2. Any Consultant(s) performing work associated with this solicitation that are paid by any Federal or State grant will sign an annual statement of compliance to both the Taylor County Code of Conduct Policy and Taylor County Conflicts of Interest Policy during the grant period.

B. Access to Records and Record Retention

1. Any Consultant(s) performing work associated with this solicitation must make available to Treasury, the Treasury Office of the Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the Consultant pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right of access also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue throughout the contract period and three (3) years (2 CFR 200.333) after closeout of Federal grant award.

2. Any Consultant performing work associated with this solicitation must retain all records pertinent to the Award of federal funds for a period of three (3) years, beginning on a date as described in 2 C.F.R. § 200.333. Records may be stored electronically or in hard copy format, although electronic format is preferred. The term "records" includes, but is not limited to the following:

   - Copies of all contracts and documents related to the contract;
   - Subcontractor awards, contracts, conflict of interest forms;
   - Site visits, reports, audits, and other monitoring of contractors;
   - All financial and accounting records;
   - Any reports, publications, and data sets related to the federally funded project; and
   - Any litigation, claim, investigation, or audit relating to any activity under this contract.

C. Compliance with Federal Regulations and Executive Orders

1. Any Consultant(s) performing work associated with this solicitation must be in compliance with all applicable Federal regulations in 2 CFR Part 200, and RESTORE Act Standard Terms and Conditions provided by the U.S. Department of Treasury, including Presidential Executive Order Numbers 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin and requires inclusion of the standard Federal Equal Employment Opportunity Construction Specifications.

2. Any Consultant(s) performing work associated with this solicitation must comply with the Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

3. Any Consultant(s) performing work associated with this solicitation must make positive efforts to use small and minority business and women business enterprises for construction activities when available and feasible in accordance with Federal regulation 2 CFR 200.321.

4. Any Consultant(s) performing work associated with this solicitation must comply with the regulations described in the Copeland "Anti-Kickback Act" (40 U.S.C. 3145), which provides that each Consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repairs of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Any Consultant(s) performing work associated with this solicitation must comply with regulations described in Title VI of the Civil Rights Act of 1964, which prohibit the exclusion of participation in, deny benefits, or be subject to discrimination because of race, color, national origin, handicap, age, or religion, under any program or activity receiving federal financial assistance.

6. Any Consultant(s) performing work associated with this solicitation must certify he or she will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to an officer or employee of any agency or Congress in connection with obtaining and Federal contract, grant or any other award covered in 31 U.S.C. 1352 Byrd Anti-Lobbying Amendment.

7. Any Consultant(s) performing work associated with this solicitation must comply with the requirements of 40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act, which apply to contracts in excess of $100,000 that involve the employment of mechanics or laborers.

8. Any Consultant(s) performing work associated with this solicitation must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires Consultant(s) to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq. and the policies and procedures of Taylor County, is soliciting sealed statements of qualifications from professional engineering firms that are interested in providing engineering services for various coastal dredging projects. Such projects will require, but will not necessarily be limited to; data collection, planning and engineering studies, design, permitting, preparation of construction plans and special provisions, and possible construction phase engineering inspection services. Interested firms must be experienced and proficient in providing the required services for projects of a scope and nature comparable to the specified project(s).

15. Typical Scope of Services: The scope of work to be performed under Task Orders may consist of, but will not necessarily be limited to:

    A. Project Location(s) (See Exhibit A):

        1. Keaton Beach Canal System, Keaton Beach FL.

        2. Steinhatchee Boat Ramp Basin and River Access

    B. Project Services:

        1. Analyze project concept sufficiently to prepare initial project scoping, schedule and budgetary estimation

        2. Conduct and present detailed Project Specifics at Public and BOCC conference meetings

        3. Acquire relevant site design, vegetation, cultural & species information, survey & mapping, and quantities to prepare plans and specifications

        4. Develop criteria for selecting suitable spoil site location(s), prepare public solicitation and review and present recommendation of candidate spoil site responses

        5. Coordinate and administer pre-application meeting(s) with Relevant Regulatory Agencies

        6. Coordinate and administer project deliverables to Owner (30%, 60%, 90%, Final)

        7. Submit and secure required permitting, authorizations, and/or certifications from relevant Regulatory Agencies for dredging activities and spoil transportation and placement

        8. Prepare Final Plans, Technical Specifications, Opinion of Probable Cost, and Bid Documents suitable for award and contract

9. Administer and manage project during design and construction/completion phases (EOR oversight, Requests for Additional Information, submittal review, project meetings, etc.)

10. Construction Engineering Inspection and/or testing as required for permitting conditions, spoil material analysis and spoil site grading and/or restoration

11. Coordinate Applications for Payment for Submission, Review and subsequent Reimbursement, Grant Requirements and Auditing where appropriate.

12. Ancillary elements that are incidental to the primary services but deemed necessary to complete the Project.

Such services may be for Taylor County in-house projects, Consultant designed projects, and County Commission directed Task Orders or any combination thereof.

Contract Award:

In its sole and absolute discretion, the County may consider awarding a contract for Engineering Services to the firm deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the abilities of professional personnel, past performance, willingness to meet time and budget requirements, location, recent, current, and projected workloads of the firms.

Contract Term:

The contract for the requested services shall be a continuing contract for Professional Engineering Services as defined in Section 287.055(2)(g), Florida Statutes. The contract will commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2025, or until such time it is terminated. No extensions beyond this term will be approved without written consent/approval of the County.

Task Order Assignment Procedure:

Firms selected by the County will be given an opportunity to provide engineering services to the County on an as-needed basis in accordance with Task Orders issued by the County Engineering Department. Task Orders will include a brief description of the required task and project schedule. Each firm will be requested to provide a cost proposal and projected timeline for such Task Orders for consideration.

By the end of five (5) work days of the request receipt, each firm shall e-mail (followed by mailing of the original) a proposal for requested work to the County Engineer. The County Administrator

and/or a designee and the County Engineer will select the successful proposal and issue a purchase order to the selected firm for the work. The selection criteria will consider the proposal amount, project schedules, firm's capability in the type of service requested, and past performance. The County reserves the right in its sole and absolute discretion to award such task order(s) to any firm that is deemed to be in the best interest of the County.

Construction Process for Assigned Projects:

The County may wish to evaluate cost saving options for using County labor forces and equipment, a General Contractor, or a Construction Management firm to construct assigned projects. For those projects, the Consultant will be required to discuss the benefits/difficulties relative to cost with each option or a combination of these options. For each of these options, the selected firm should be prepared to provide construction administration and oversight services reviewing change orders, shop drawings and submittals for each proposed phase of construction.

Licensure and Credentials:

Firms selected by the County shall be a licensed Professional Engineering business in accordance with Florida State law and be familiar, at a minimum, with applicable State of Florida, Suwannee River Water Management District, Florida Department of Transportation, Florida Department of Environmental Protection, United States Army Corp of Engineers and Taylor County codes, regulations and laws. Use of insured and qualified sub-consultants for specialty work is acceptable.

Construction Engineering Inspection Services:

CEI services will require the following minimum requirements and Florida Department of Transportation Construction Training Qualification Program and Florida Department of Environmental Protection certifications. A higher qualified individual may be substituted, at no additional cost to the County. Where possible, inspection events that include inspection of more than one type of construction activity shall utilize an inspector that is competent in all areas to eliminate the need for additional staff on-site.

Inspector(s) will be required to submit weekly reports to the County no later than the Tuesday following the weekly oversight and inspections. The weekly reports shall document but are not limited to:

a. Daily Construction and Inspection Activities Reports/Logs
    i. Document Weather, Personnel, Equipment, etc.
b. Provide detailed description of Project phase(s) where the Construction Contractor is actively working
c. Provide % Project Progress – Time & Payments
d. Provide MOT and Erosion Control Review
e. Report all issues, deficiencies and areas of concern along with the Corrective Actions taken to resolve deficiencies

Certified Intermediate Maintenance of Traffic Person shall oversee and verify the Construction Contractor's proper use and setup of the necessary maintenance of traffic items as indicated in the respective FDOT Standard Index and any special provisions of the respective project plans. This person will document and report all findings to the Project Engineer.

Earthwork Level II Inspector shall perform Earthwork inspections where required. Qualified personnel shall oversee Contractor's required testing; have knowledge of determining quantities, the density theory, road preparation, excavation, embankment utilization, and the FDOT Standard Specifications for Road and Bridge Construction. The inspector shall verify that the width and depth of each course is constructed per the construction plans and that the measurements are within the tolerances specified. Additional verification required to ensure proper horizontal alignment and vertical grade. Grades shall be within the tolerances specified by the FDOT Standard Specifications for Road and Bridge Construction and respective project plans. An Earthwork Level I Inspector, under the supervision of an Earthwork Level II Inspector, may be utilized to perform testing and oversight.

Stormwater, Erosion and Sedimentation Control Inspector shall oversee installation and maintenance of Best Management Practice(s) to control erosion and sediment within the project area. Inspector must possess a current and valid Florida Department of Environmental Protection certification is required. This person will document and report all findings with recommendations of approval, modification, or rejection to the Project Manager.

QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered. A current Standard Form 330 may be used to provide the respective information where appropriate.

1. PROJECT UNDERSTANDING: Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.

2. PROJECT TEAM: List in detail the members of your project team and the expertise each will bring to the project. For each member include resume, responsibilities and current licensure. If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.

3. LOCATION: Describe how the location of your project team may benefit the County as it specifically relates to the completion of the scope of services.

4. WORKLOAD: Comment on your firm's current workload and how it will or will not affect potential project Task Orders.

5. QUALIFICATION SUMMARY: Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County Engineering Services as described within this solicitation. Consider those areas addressed within the Evaluation / Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing Engineering Services to the County.

6. TAYLOR COUNTY WORK: List any and all projects that your firm has completed, or that are in progress at the present time, for Taylor County within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.

7. PAST EXPRERIENCE: Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services and the outcome of the planning, design, CEI, management, etc. you provided. Please be specific as to whether the projects were expansion or stand-alone construction projects and how they were constructed (Design-Build, Construction Management, Straight Bid). Include project description and the relationship of cost estimates or time projections prepared by your firm to actual timeline and costs of completion. Each project description must also include project contact name, address, phone number and email address.

8. QUALITY/COST CONTROLS: Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner?

EVALUATION / SELECTION OF PROPOSALS

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation Certificate as defined in Florida Statutes, 287.055. Selection as best qualified will be based on the following considerations:

No.	Evaluation Criteria	Points
1	Did the firm follow submittal requirements and clearly demonstrate an understanding of the purpose for the Request for Qualifications	10
2	Qualifications of personnel assigned	10
3	Women and minority participation	
4	Geographic location of the firm, including permanent office of designing engineer and project management team	
5	Current workload and potential effect on project schedule/deliverables	10
6	Past record of professional accomplishments	25
7	Financial viability and responsibility	
8	Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	
9	Familiarity with anticipated project areas/scope of work required	20
10	Previous project experience with programs similar in size and scope	
11	Firm's capability to meet project/deliverable schedules and timing	15
12	Willingness to meet budget requirements	
13	Ability to observe and advise whether construction complies with plans and specifications	10
14	Demonstrated expertise and experience in project management, coordination and utilizing various design software	
15	Total	100

In compliance with 2 CFR 200.320(d)(1), the Selection Review Committee will consider the most qualified firm that demonstrates the knowledge, qualification and ability to complete the intended Scope of Work based on the above listed criteria provided by the proposers. A proposer's ability to successfully complete the Scope of Work should be based on their demonstrated qualifications, past accomplishments of similar work, financial responsibility, and staff availability and capacity in order to accurately determine that the project objectives will be achieved timely, feasibly, and in compliance with federal uniform guidance and RESTORE Act terms and conditions.

2. Review of all responses to the Request for Qualifications received will proceed as follows:

   a. The Review Committee will review all written documents submitted
   b. The Committee's ranking of prospective firms shall be based on the Evaluation / Selection criteria listed above.

c. The Committee may request oral presentations/interviews from the Respondent when establishing the recommended priority or short list. Firms will be notified of dates and times of any interviews.

3. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the County Engineer, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information to understand information submitted in a proposal.

4. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.

5. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.

6. Negotiations between the County and the priority Respondents (those ranked highest on the Board approved short list) will proceed as follows:

   a. Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, the County Engineer and the County Attorney
   b. Negotiations will be held with the first place Respondent on the priority list
   c. If no tentative agreement can be reached with the first place Respondent, then negotiations will commence with the second place Respondent on the short list
   d. If no tentative agreement can be reached with the second Respondent, then negotiations will commence with the third Respondent
   e. If no tentative agreement is reached with the third Respondent, then the County shall consider establishing a new short list from among the other proposals submitted
   f. Taylor County reserves the right to negotiate with one or more firms for these services

7. The Board shall approve the terms, conditions and costs associated with a Task Order and/or the overall Contract for Engineering Services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties. A sample Contract for Professional Engineering Services is included in the solicitation.

8. Any cost to prepare a response to this RFQ and any subsequent presentation/interviews are solely that of the Consultant and the County assumes no responsibility for such cost incurred by the Respondent.

9. POSTING OF INTENDED DECISION/AWARD: The County's decision will be posted on http://www.taylorcountygov.com/government/county_bids/index.php. Any proposer who is adversely affected by the recommended award or intended decision must file the

following with the Taylor County Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348:

a. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to INSERT CONTACT), and

b. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the County must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SAMPLE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract made and entered into this _____ day of _____, _____ _____, by and between TAYLOR COUNTY, hereinafter referred to as the "County" and _____ _____, a Florida _____, whose mailing address is _____ (herein referred to as "Consultant").

RECITALS

The County desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The professional services may include, but are not limited to the following:

a. Planning and Engineering Studies, Data Collection, Design and Preparation of Construction Plans and Special Provisions, Construction Management Services, and Construction Engineering Inspection.
b. Meeting with and advising elected officials and the County staff to consult on issues pertaining to assigned projects in the area of professional engineering analysis or evaluation.
c. Any and all other professional services as directed by the County.

The County has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the County has selected the Consultant to provide consulting services, when and as-needed, and when as requested by the County, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to County projects only when, requested and authorized in writing by the County and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the Consultant for each separate project to be negotiated between the County and the Consultant and be defined and embodied in a separate Task Order to be sequentially numbered beginning with Task Order _____. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the County when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.

2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

   a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the County's behalf relative to this Contract.

   b. **"CONSULTANT"** means the firm of _____, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.

   c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.

   d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Orders thereto. The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.

   e. **"PARTIES"** means the signatories to this Contract.

3. **Engagement of the Consultant:** The County hereby engages the Consultant to provide the County with such consulting services with respect to any County Project, which from time to time, the County may request the Consultant to perform.

4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to, Architectural, Engineering, Planning, Landscape Architectural, Subsurface Utility Engineering, Construction Engineering Inspection, and Surveying and Mapping in accordance with the terms and conditions of the Contract and any and all Tasks Orders, when and as requested by the County.

5. **Request for Specific Services:** The Consultant shall perform no services to the County until specifically requested to do so by the County. Each request for services to be rendered and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant

for such separate project to be negotiated and agreed upon between the County and the Consultant and defined by and embodied in a separate ask Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the County and the Consultant.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statues, for professional services of the Consultant to provide and perform services to the County when and as needed and requested by the County and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2025, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the County.

7. **Compensation and Method of Payment:** The County agrees to pay the Consultant compensation for its services rendered to the County for each specific services requested by the County in an amount and method negotiated between the County and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Order.

8. **Insurance:** The Consultant agrees to and shall procure and maintain insurance during the term of this Contract as follows:

   a. Comprehensive General Liability insurance covering as insured the Consultant and the County with limits of liability of not less than $1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
   b. Workers' Compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida;
   c. Professional Liability insurance for "Errors and Omissions" covering as insured the Consultant with not less than a $1,000,000.00 limit of liability.
   d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the County.

9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the County and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Consultant or its agents, employees, or sub-consultants. The Consultant is not required hereunder to indemnify and hold harmless the County, its officers, agents, or employees, or any of them from liability based upon their own

negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the County caused by the errors, omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and all damages, losses, and expenses to the County arising out of the consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for an shall indemnify, defend and hold the County harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Orders thereto. Nothing in this agreement shall be construed as a waiver of the County's sovereign immunity as provided for under Chapter 768 Florida Statutes.

11. **Licenses:** The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.

12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Orders thereto.

13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the County, and by any sub-Consultant engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** The failure of either party to comply with any provision of the Contract shall place that party in default. Prior to terminating the Contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

    The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the County to the Consultant.

    The County may terminate a Task Order or the Contract without cause by first providing at least thirty (30) days written notice to the Consultant prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the County. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

    In the event funds to finance a Task Order or the Contract become unavailable, the County may terminate the Task Order or Contract with no less than twenty-four hours notice in writing to the Consultant. The County shall be the final authority as to the availability of funds. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the Consultant is an Independent Contractor with no express or implied authority to act for or to obligate the County, except as specifically provided for in the Contract.

18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the County, and shall be delivered to the County upon final completion or termination of the project covered by any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are instruments of service in respect to the project and the County shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the County's sole risk and without liability or legal exposure to the Consultant.

19. **Approval of Plans and Documents by the County Not Deemed Release:** Approval of the County of any plans, drawings, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the County for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.

20. **Effective and Binding:** The Contract shall not become effective or binding upon the County unless and until the County Commission shall have authorized its execution and any subsequent Task Order(s).

21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the County and the Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.

22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

23. **Grant Funds:** It is anticipated that the County may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the County.

24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the County has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the County and the Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

25. **Successors and Assigns:** Neither the County nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed

to give any rights or benefits in this Contract to anyone other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party. It is understood and agreed that the County shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the County to commence services on any County Project identified in any Task Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The Consultant agrees to conduct the services in compliance with all of the requirements imposed by or pursuant to RESTORE Act Standard Terms and Conditions, including the following statutory, regulatory and other provisions:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- Any other applicable non-discrimination law(s).
- Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits

discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

- Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

- EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

- Title VII Exemption for Religious Organizations - Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

- Protections for Whistleblowers - In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

    a. A Member of Congress or a representative of a committee of Congress;

    b. An Inspector General;

    c. The Government Accountability Office;

    d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- Consultant agrees to comply with applicable standards, orders or regulations issued of the Clean Air Act of 1970 and Federal Water Pollution Control Act, as amended.

- **Access to Records and Records Retention** – The Consultant agrees that the County and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers and records which are directly pertinent to any federally funded grant program or project under the contract for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the County makes final payment and all other pending matter are closed out. In addition, The Consultant must retain all records pertinent to the Award of federal funds for a period of three (3) years, in an electronic and/or hard copy format, after the final closeout of the Award is complete to remain in compliance with federal program guidelines and 2 C.F.R. § 200.333.

- The Consultant has a "drug-free workplace" program, which will remain in effect.

- Consultant agrees to conduct all services in compliance with all additional RESTORE Act Standard Terms and Conditions in attached **Exhibit B** to this contract.

27. **Entire Agreement:** This Contract constitutes the entire agreement between the County and the Consultant and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the County and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

_____
Witness

By: _____
PAM FEAGLE, CHAIR PERSON

_____
Print

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

_____
Witness

By: _____
CONSULTANT

_____
Print

_____
Print

_____
Witness

(SEAL)

_____
Print

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

Engineering Services - Taylor County Coastal Dredging

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

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

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

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

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

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

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

DONE AND EXECUTED this _____ day of _____, _____

WITNESS:

_____ _____

_____

STATE OF _____

COUNTY OF _____

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

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

By _____.

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

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

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

   for_____

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

   Whose business address is_____

   _____and

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

   statement:_____.)

3. My name is _____ and my relationship to the entity

   name above is_____.

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

_____ _____

(Signature) (Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

Taylor County Board of County Commissioners
Copeland Anti-Kickback Act (40 U.S.C. 3145)
Certification Form

_____, as a proposed consultant for ***Engineering Services - Taylor County Coastal Dredging***, certify that any Consultant employee or Sub-consultant performing work on this project must comply with regulations described in the Copeland "Anti-Kickback Act" (40 U.S.C. 3145), which provides that each Consultant or Sub-consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

By my signature, as the Authorized Official for the Respondent, I affirm that all Consultant and Sub-consultant employees understand and agree with the Copeland "Anti-Kickback Act" requirements described above.

_____	_____
Company Name	Authorized Official Name
_____	_____
Street Address	Signature
_____	_____
City, State, Zip Code	Authorized Official Title
_____	
Phone	
_____	
Date	

Taylor County Board of County Commissioners
Byrd Anti-Lobbying Amendment
Certification Form

_____, as a proposed consultant for ***Engineering Services - Taylor County Coastal Dredging***, certify that any Consultant employee or Sub-consultant performing work on this project must comply with regulations described in the Byrd Ant-Lobbying Amendment (31 U.S.C. 1352), which requires that each Consultant or Sub-consultant employee certifies that he or she has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to an officer or employee of any agency or Congress in connection with obtaining any Federal contract, grant or any other award.

By my signature, as the Authorized Official for the Respondent, I affirm that all Consultant and Sub-consultant employees understand and agree with the Byrd Anti-Lobbying Amendment requirements described above.

_____	_____
Company Name	Authorized Official Name
_____	_____
Street Address	Signature
_____	_____
City, State, Zip Code	Authorized Official Title
_____	
Phone	
_____	
Date	

DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities, professional or contractual services that are obligated under this solicitation/contractual arrangement a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (l), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

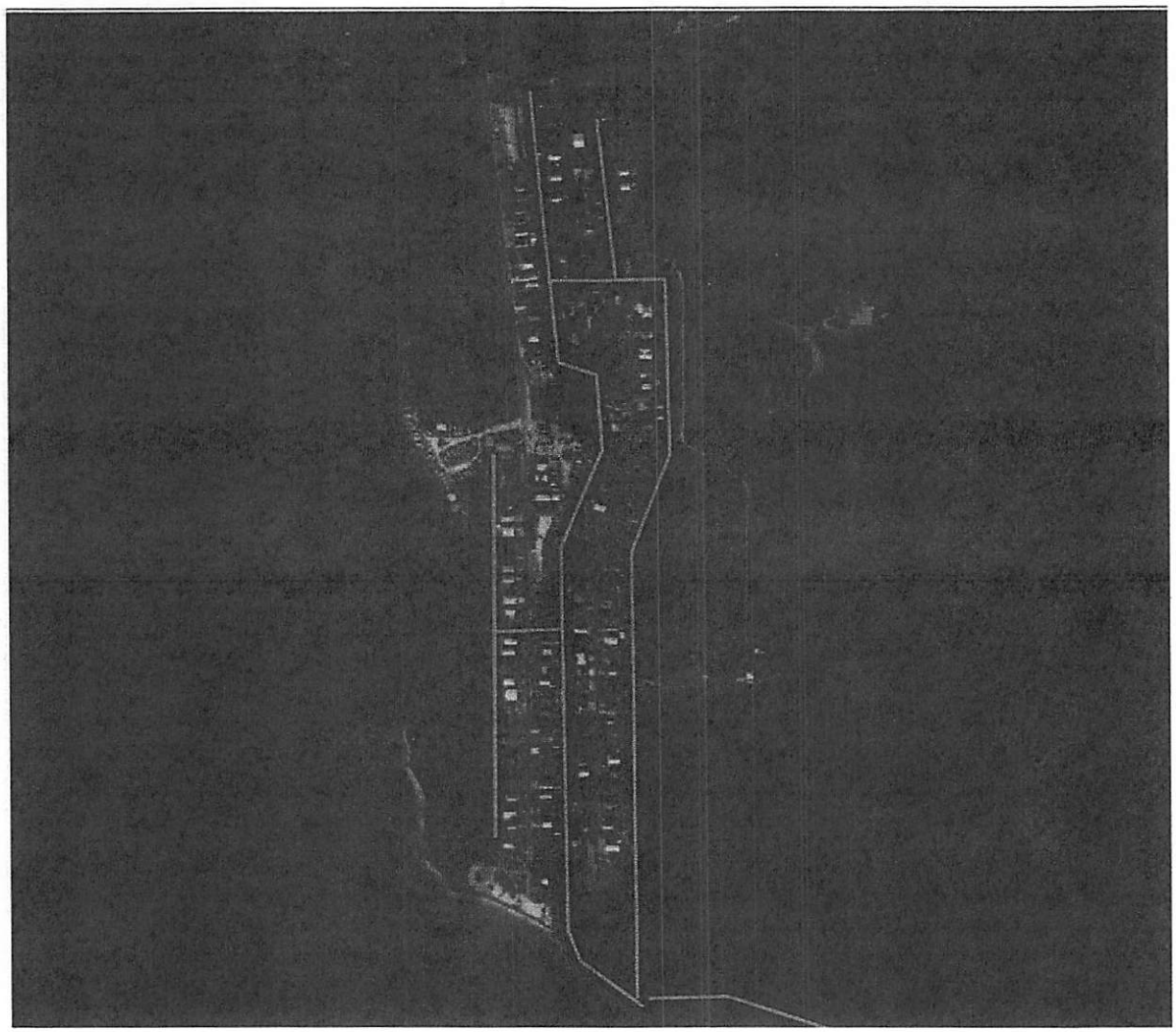
As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

_____	_____
Company Name	Authorized Official Name
_____	_____
Street Address	Signature
_____	_____
City, State, Zip Code	Authorized Official Title
_____	
Phone	
_____	
Date	

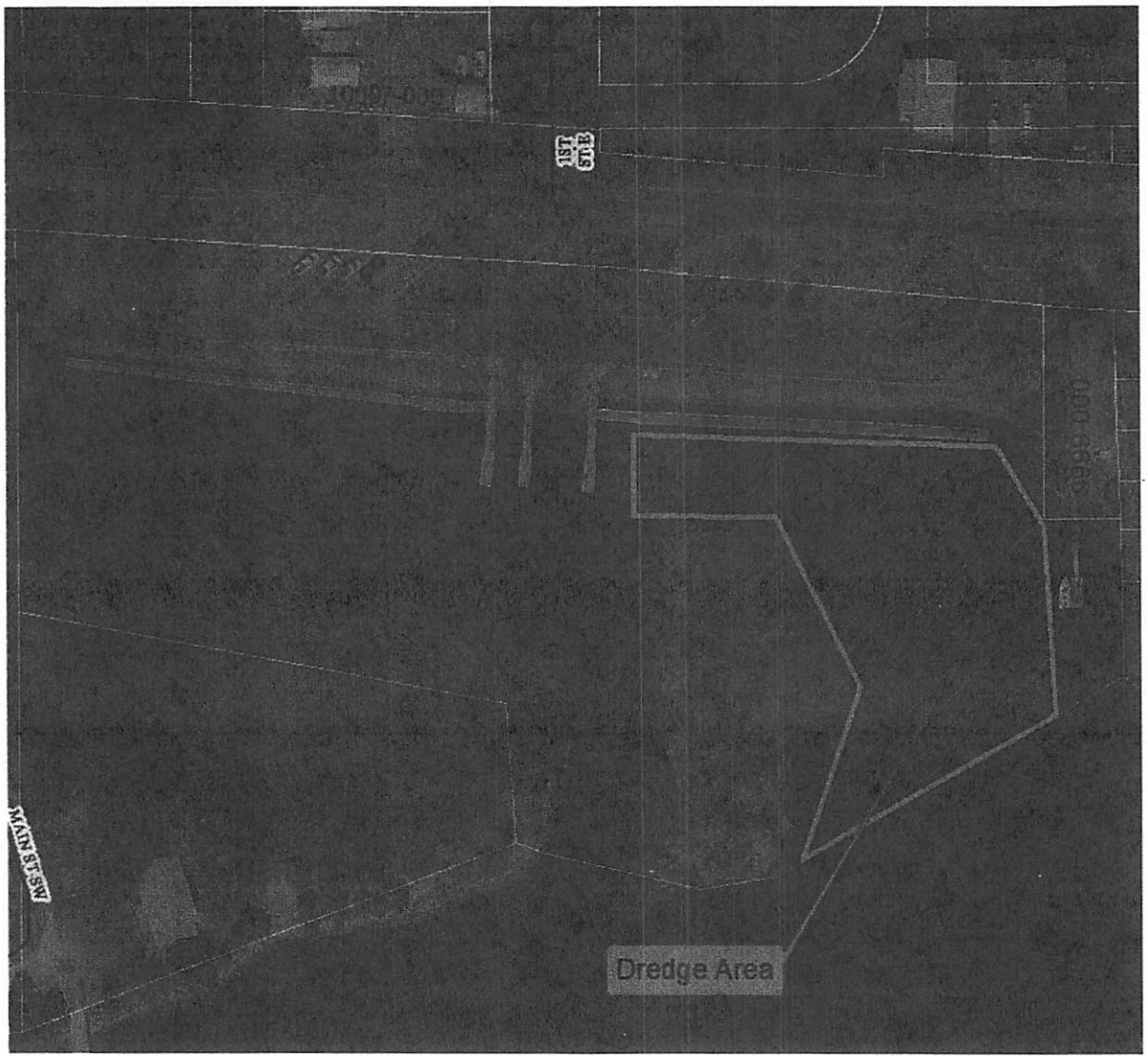
EXHIBIT A

General Project Location Maps:

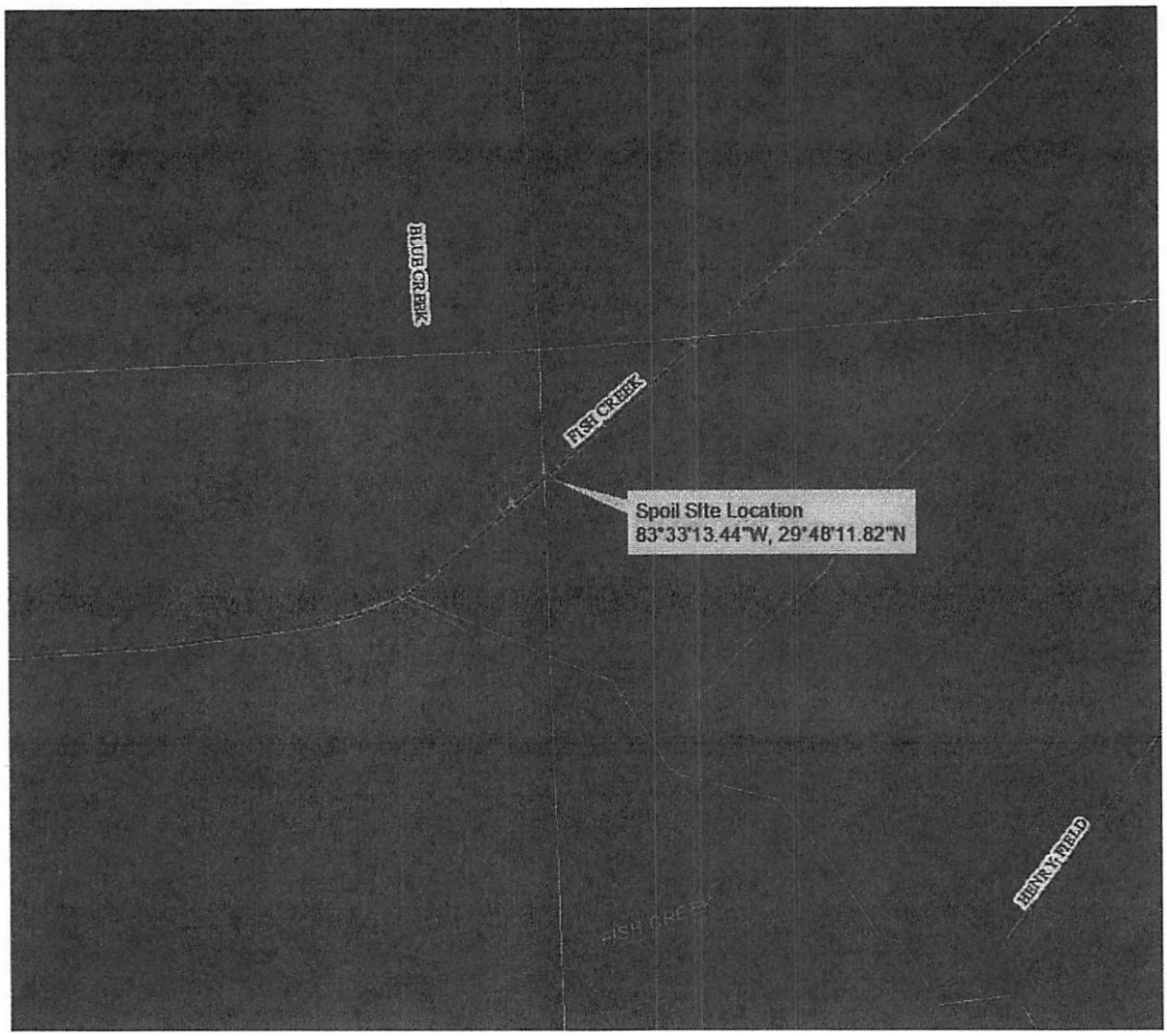
Keaton Beach Canal System (approximately 12,000 LF)



Steinhatchee Boat Ramp Basin (approximately 1 Acre)



Spoil Site (Four Rivers Site)



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF A BUDGET TRANSFER FROM LANDFILL FUND RESERVE
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: SOLID WASTE COLLECTION DEPARTMENT IS NOT SUFFICIENTLY FUNDED TO PAY TIPPING FEES-CLASS 1 THROUGH THE END OF THE FISCAL YEAR. REQUEST APPROVAL OF BUDGET TRANSFER OF $65,000 FROM THE LANDFILL FUND TO CONTINUE OPERATIONS.

Recommended Action: APPROVE

Fiscal Impact: $65,000 FROM LANDFILL RESERVE

Budgeted Expense: NO

Submitted By: COUNTY ADMINISTRATOR LAWANDA PEMBERTON , 850-838-3500 x 6

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TIPPING FEES WERE BUDGETED AT $270,000 FOR THIS FISCAL YEAR. DUE TO THE INCREASED AMOUNT OF GARBAGE COLLECTED, STAFF RECOMMENDS A TRANSFER OF $65,000 TO PAY THESE CHARGES UNTIL FISCAL YEAR END.

Options:

Attachments: EXPENDITURE REPORT FOR 0261 SOLID WASTE COLLECTION

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: expledgr.key_orgn='0261' and expledgr.account='54960'
ACCOUNTING PERIODS: 1/20 THRU 11/20

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 111 - SOLID WASTE FUND
FD/DEPT - 0261 - SOLID WASTE COLLECTION

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
111-530-534-0261-0261 - SOLID WASTE COLLECTION									
54960	TIPPING FEES-CLASS 1/GARB				.00	.00	.00	BEGINNING BALANCE	
10/01/19	11-1				270,000.00			POSTED FROM BUDGET SYSTEM	
11/19/19	21-2		61785	002420 AUCILLA AREA SOL		27,477.00	.00	10/1-31 LANDFILL CHGS	
01/06/20	21-4		62019	002420 AUCILLA AREA SOL		21,838.50	.00	LANDFILL CHARGES	
01/21/20	21-4		62142	002420 AUCILLA AREA SOL		28,729.50	.00	DECEMBER CHARGES	
03/02/20	21-6		62381	002420 AUCILLA AREA SOL		29,305.50	.00	01/20 LANDFILL CHARGE	
04/06/20	21-7		62576	002420 AUCILLA AREA SOL		24,939.50	.00	02/20 LANDFILL CHGS	
04/21/20	21-7		62678	002420 AUCILLA AREA SOL		30,305.50	.00	MARCH LANDFILL CHGS	
06/01/20	21-9		62895	002420 AUCILLA AREA SOL		23,108.50	.00	APRIL CHARGES	
07/06/20	21-10		63091	002420 AUCILLA AREA SOL		30,284.00	.00	5/1-5/29 CHARGES	
07/21/20	21-10		63200	002420 AUCILLA AREA SOL		31,914.00	.00	JUNE LANDFILL CHARGES	
TOTAL	TIPPING FEES-CLASS 1/GARB				270,000.00	247,902.00	.00		22,098.00
TOTAL TOTL/DEPT - SOLID WASTE COLLECTION					270,000.00	247,902.00	.00		22,098.00
TOTAL FUND - SOLID WASTE FUND					270,000.00	247,902.00	.00		22,098.00
TOTAL REPORT					270,000.00	247,902.00	.00		22,098.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

`TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Grievance Procedures for FY 2020-2021 for the Local Coordinating Board for the Transportation Disadvantaged.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Board to review and approve the Grievance Procedures for FY 2020-2021 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.**

Recommended Action: **Approve the FY 2020-2021 Grievance Procedures for the Taylor County Transportation Disadvantaged Program.**

Budgeted Expense: **Not Applicable**

Submitted By: **Jami Evans, Grants Coordinator**

Contact: **Jami Evans**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain Grievance Procedures and update them on an annual basis. The Grievance Procedures are in full compliance with the Florida Commission for the Transportation Disadvantaged Grievance Procedures.**

Attachments: **Grievance Procedures FY 2020-2021**

GRIEVANCE PROCEDURES 2020 – 2021
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

Updated September 8, 2020

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C) and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). The Grievance Procedures are in compliance with Florida Commission for the Transportation Disadvantaged Local Grievance Guidelines for Transportation Disadvantaged Services (February 2010) and Florida Commission Transportation Disadvantaged Grievance Procedures (May 2015). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk" as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: Means routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator (CTC) or transportation operators, not local service standards established by the Community Transportation Coordinator, local Coordinating Board, and the Taylor County Board of Commissioners. Big Bend Transit is both the CTC and the operator. Big Bend Transit does not use outside operators at this time. All service complaints shall be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to serve as a mediator to hear and investigate and make recommendations in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies working with the CTC and the customer. It is not the objective of the grievance process to "adjudicate" or have "determinative" powers. The objective shall be to assist in providing a resolution for the improvement of services.

2.2 The CTC, and its service operation and other subcontractors must post the contact person's name and telephone number in each vehicle regarding the reporting of complaints.

2.3 Rider brochures and other rider documents shall provide information on the complaint and grievance process including the TD Helpline Service when local resolution does not occur.

2.4 All materials pertaining to the grievance process will be made available, upon request, in a format accessible to all citizens including persons with disabilities.

2.5 A written copy of the grievance procedure shall be available to anyone upon request. The request shall be made to the CTC, Official Planning Agency, or the Commission for the Transportation Disadvantaged.

2.6 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

3.1 The Taylor County Local Coordinating Board shall appoint five (5) of its voting members to the Grievance Committee. The Grievance Committee will serve as a mediator to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the designated service area and make recommendations to the LCB.

3.2 Members shall be appointed by the Chairperson of the LCB.

3.3 The Grievance Committee shall include one representative of client/rider.

3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.

3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.

3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board if applicable.

3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.

3.8 The Grievance Committee shall elect a Chairperson and Vice-Chairperson. The Chair and Vice-Chair shall serve for a one (1) year term but may serve consecutive terms.

3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4. GRIEVANCE PROCESS

4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.

4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

a. Late trips (late pick up or drop off)
b. No show by transportation operator
c. No show by client/rider
d. Client/rider behavior
e. Driver behavior
f. Passenger comfort/discomfort
g. Service denial (refusing service to rider without an explanation as to why – such as the client may not qualify, lack of TD funds, etc.)
h. Unsafe driving
i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

a. Chronic or recurring or unresolved service complaints
b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
c. Denial of service
d. Suspension of service
e. Unresolved safety issues
f. Contract disputes (if applicable)
g. Coordination of disputes
h. Bidding disputes
i. Agency compliance
j. Conflicts of interest
k. Supplanting of funds
l. Billing and/or account procedures
m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and at a minimum contain the following:

a. Name and address of the client/rider
b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

Step One: The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. Big Bend Transit, Inc. is the Taylor County CTC and can be contacted at 850-574-6266. Locally, complaints may be made at 850-584-5566. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

a. All CTC and transportation subcontractors (not applicable at this time) must make a written copy of their procedures and rider policies available to anyone, upon request.

b. All CTC and transportation subcontractors (not applicable at this time) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.

c. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date the grievance was received and date by which a decision will be made.

d. The CTC will render a decision in writing, giving the complainant an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.

e. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to all persons including those with disabilities.

f. The CTC Board of Directors, owners or whoever is legally responsible must receive a copy of the grievance and response.

Step Two: If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. Taylor County Board of Commissioners is the DOPA and the Planning Grant Manager can be reached at 850-838-3553.

Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee within seven (7) working days of the meeting.

Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5. COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-983-2435 or 850-410-5700 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. For hearing or

speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

All of the steps outlined in Section 4 must be attempted in the listed order before a grievance will move to the next step in the formal grievance process with the Commission for the Transportation Disadvantaged. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

5.2 Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Statewide Medicaid Managed Care (SMMC) System. The SMMC has a complaint process which can be accessed online at http:/www.ahca.myflorida.com/SMMC. Complaints can also be made by calling 1-877-711-3662.

5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

Grievance Procedures Process Chart at the Local Level

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Written Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) working days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) working days.	Ten (10) working days.	Five (5) working days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) working days from the date of the action that precipitated the grievance to be filed.	Yes	Ninety (90) working days.	Fourteen (14) working days.	Seven (7) working days from the date of the resolution of the grievance.	File grievance with the Florida Commission for the Transportation Disadvantaged

NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Shawn Mitchell- Transportation Manager
Phone: 850-574-6266
smitchell@bigbendtransit.org

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Jami Evans
Phone: 850-838-3553
grants.assist@taylorcountygov.com

Taylor County Local Coordinating Board Chairperson: Pam Feagle
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435
or
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, FL 32399-0450
or
www.fdot.gov/ctd

You may also contact CTDOmbudsman@dot.state.fl.us for further information about Grievance Procedures.

For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

Americans with Disabilities Act (ADA) 800-514-0301 (Voice) and 800-514-0383 (TTY)

Disability Rights Florida 800-342-0823

CERTIFICATION

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the 17th day of September, 2020

_____
Pam Feagle, Chairperson
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL DESIGNATED PLANNING AGENCY

_____
Pam Feagle, Chairman
Taylor County Board of Commissioners

September 8, 2020
Date

Attachment 1: TD Local Grievance Guidelines for Transportation Disadvantaged Services
Attachment 2: Florida Commission for the Transportation Disadvantaged Grievance Procedures

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports for 2017/2018, 2018/2019, 2019/2020, and the Annual Report and Local Housing Incentives Certification.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: Board to approve the SHIP Annual Reports, and the Annual Report and Local Housing Incentives Certification.

Recommended Action: Approve the SHIP Annual Reports and Certification.

Fiscal Impact: The Annual Reports and Certification are a requirement to be eligible for SHIP funding.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit Annual Reports, and Certifications on all open SHIP grants. The 2017/2018 Annual Report closes out that grant. The SHIP Program provides assistance to qualified homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. .

Attachments: SHIP Annual Reports for 2017/2018, 2018/2019, 2019/2020 and the Annual Report and Local Housing Incentives Certification.

Form SHIP AR/2009
67-37.008(3)(f), F.A.C.
Effective Date: 11/2009

Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2017/2018 Closeout

ɔrm 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	$14,000.00	2				
3	Rehabilitation	$167,857.15	7				
4	Demolition / Reconstruction	$128,353.65	2				
	Homeownership Totals:	**$310,210.80**	**11**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$310,210.80**	**11**				

Additional Use of Funds

Use	Expended
Administrative	$35,000.00
Homeownership Counseling	
Admin From Program Income	
Admin From Disaster Funds	

Totals:	**$345,210.80**	**11**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$350,000.00
Program Income (Interest)	$274.09
Program Income (Payments)	$.00
Recaptured Funds	$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-$9,012.48
Total:	**$341,261.61**

*** Carry Forward to Next Year: -$3,949.19**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	303	357	519	665	756
VLI	456	488	586	677	756
LOW	730	782	938	1,084	1,210
MOD	1,095	1,173	1,407	1,626	1,815
Up to 140%	1,277	1,368	1,641	1,897	2,117

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$310,210.80	76.59%
Public Moneys Expended	$94,836.80	23.41%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	$405,047.60	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$310,210.80	$340,987.52	90.97%	65%
Construction / Rehabilitation	$296,210.80	$340,987.52	86.87%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	Total Available Funds % *
Extremely Low	$128,353.65	37.61%
Very Low		.00%
Low	$174,857.15	51.24%
Moderate	$7,000.00	2.05%
Over 120%-140%		.00%
Totals:	$310,210.80	90.90%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$128,353.65	2		0	$128,353.65	2
Very Low		0		0	$.00	0
Low	$174,857.15	8		0	$174,857.15	8
Moderate	$7,000.00	1		0	$7,000.00	1
Over 120%-140%		0		0	$.00	0
Totals:	$310,210.80	11	$.00	0	$310,210.80	11

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Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Rehabilitation	Unincorporated			1			1
Demolition / Reconstruction	Unincorporated	1					1
Rehabilitation	Perry			6			6
Demolition / Reconstruction	Perry	1					1
Purchase Assistance	Perry				1		1
Purchase Assistance	Unincorporated			1			1
	Totals:	2		8	1		11

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Rehabilitation	Unincorporated				1	1
Demolition / Reconstruction	Unincorporated			1		1
Rehabilitation	Perry			1	5	6
Demolition / Reconstruction	Perry				1	1
Purchase Assistance	Perry		1			1
Purchase Assistance	Unincorporated		1			1
	Totals:		2	2	7	11

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5 + People	Total
Rehabilitation	Unincorporated		1		1

Demolition / Reconstruction	Unincorporated	1			1
Rehabilitation	Perry	2	4		6
Demolition / Reconstruction	Perry			1	1
Purchase Assistance	Perry		1		1
Purchase Assistance	Unincorporated		1		1
	Totals:	**3**	**7**	**1**	**11**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Rehabilitation	Unincorporated	1						1
Demolition / Reconstruction	Unincorporated	1						1
Rehabilitation	Perry		6					6
Demolition / Reconstruction	Perry		1					1
Purchase Assistance	Perry		1					1
Purchase Assistance	Unincorporated	1						1
	Totals:	**3**	**8**					**11**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Rehabilitation	Unincorporated			1	1
Demolition / Reconstruction	Unincorporated				0
Rehabilitation	Perry			5	5
Demolition / Reconstruction	Perry			1	1
Purchase Assistance	Perry				0
Purchase Assistance	Unincorporated				0
	Totals:			**7**	**7**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Rehabilitation	Educator/School Employee	15,908.80	1
Rehabilitation	Government Employee	7,000.00	1
Rehabilitation	Nurse/Healthcare	7,000.00	1

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Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	2009
Ongoing review process		Required	Implemented, in LHAP	2009

Support Services

Homeownership Counseling- an 8 hour workshop is offered to those whom apply for the HomebuyerAssistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the
application and closing process.

Other Accomplishments

None

Availability for Public Inspection and Comments

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review upon request from the County's local Grants Office.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **38**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **3**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **3**

SHIP Program Default Percentage Rate Life to Date: **7.89**

Strategies and Production Costs

Strategy	Average Cost
Demolition/Reconstruction	$64,176.83
Purchase Assistance	$7,000.00
Rehabilitation	$23,979.59

Expended Funds

Total Unit Count: 11 Total Expended Amount: **$310,211.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Rehabilitation	Daniel Stuckey	16492 Old Hwy 19 N.	Salem	32356	$25,000.00	
Demolition/Reconstruction	Kristina Smith	355 Leon Ward Rd.	Perry	32347	$25,000.00	
Rehabilitation	Frankie Edwards	109 Armstrong St.	Perry	32348	$25,191.00	
Rehabilitation	Lillie Griffin	238 1/2 Front St.	Perry	32348	$24,889.95	
Rehabilitation	Linda Ingram	311 N. Center St.	Perry	32347	$15,908.80	
Rehabilitation	Maxie Young	103 El Rancho Dr.	Perry	32348	$27,087.50	
Demolition/Reconstruction	Queen Simmons	106 Kennedy St.	Perry	32348	$103,353.65	
Rehabilitation	Nathan Harris	207 W. Walnut St.	Perry	32348	$24,889.95	
Rehabilitation	Terry Green	610 W. Colson St.	Perry	32348	$24,889.95	
Purchase Assistance	Cha'marquis Ellis	205 Cypress Rd.	Perry	32348	$7,000.00	
Purchase Assistance	Ansley Batton	750 Sam Popell Rd.	Perry	32347	$7,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Government Services Group, Inc.	Consultant	All	Administration, Work Write Ups, Inspections	$35,000.00

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$274.09
Total:	**$274.09**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	0
Approved	0
Denied	0

Explanation of Recaptured funds

Description	Amount
	$.00
	$.00
	$.00
Total:	$.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 86,500.00

Or

Not Applicable

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ecial Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Rehabilitation	$77,168.45	3		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income	$25,191.00	1		
(3) Rehabilitation	Person with Disabling Condition (not DD)	$51,977.45	2		

Provide a description of efforts to reduce homelessness:

Taylor County will provide Down Payment Assistance to all eligible applicants as long as funds are available.

terim Year Data

nterim Year Data

Interim Year 1		
State Annual Distribution	$350,000.00	
Program Income		
Program Funds Expended	$293,380.00	
Program Funds Encumbered	$75,000.00	
Total Administration Funds Expended		
Total Administration Funds Encumbered		
Homeownership Counseling		
Disaster Funds		
65% Homeownership Requirement	$368,380.00	105.25%
75% Construction / Rehabilitation	$361,380.00	103.25%
30% Very & Extremely Low Income Requirement	$206,430.00	58.98%
30% Low Income Requirement	$154,950.00	44.27%
20% Special Needs Requirement	$196,079.00	56.02%
Carry Forward to Next Year		

Interim Year 2	
State Annual Distribution	$350,000.00
Program Funds Expended	
Program Funds Encumbered	

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Taylor County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2017/2018 and interim years 2018/2019 and 2019/2020
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.00 .
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00 .

Staff Member responsible for submitting annual report to FHFC: Melody Cox

Witness Signature Date	Chief Elected Official or Designee Signature Date
Witness Printed Name	Pam Feagle, Chair Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	

or

ATTEST (Seal)

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve the 2020-2021 Small County Consolidated Solid Waste Management Grant Agreement SC029 in the amount of $93,750.**
MEETING DATE REQUESTED:	**September 8, 2020**

Statement of Issue: Board to approve the 2020-2021 Small County Consolidated Solid Waste Management Grant Agreement SC128. The grant application amount was initially for $90,909. County staff was notified by DEP that due to a change in the number of counties eligible to apply this year that the funding has been increased to $93,750. The additional funds will be used for waste tire disposal.

Recommended Action: Approve Grant Agreement.

Fiscal Impact: The County has been awarded $93,750 from the DEP Solid Waste Management Grant Program with no match required from the County.

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

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

Attachments: Small County Consolidated Waste Management Grant Agreement SC128.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): **Tayor County Small County Consolidated Solid Waste Management Grant**
   Agreement Number: **SC128**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Taylor County Board of County Commissioners**
   Entity Type: **Local Government**
   Grantee Address: **201 E. Green Street, Perry, Florida 32347**
   FEID: **59-6000879** (Grantee)

3. Agreement Begin Date: **October 1, 2020**
   Date of Expiration: **September 30, 2021**

4. Project Number: **SC128** *(If different from Agreement Number)*
   Project Location(s): **Taylor County**
   Project Description: **Small County Consolidated Solid Waste Management**

5. Total Amount of Funding: **$93,750.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**2020-21 GAA Line Item #1704**	**$93,750.00**
☐ State ☐Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$93,750.00**

6. Department's Grant Manager
   Name: **Lindsey Bradley-Brown** or successor
   Address: **2600 Blair Stone Road, Tallahassee, Florida 32399-2400**
   Phone: **(850)245-8977**
   Email: **lindsey.bradleybrown@floridadep.gov**

   Grantee's Grant Manager
   Name: **Jami Evans** or successor
   Address: **401 Industrial Park Drive, Perry, Florida 32348**
   Phone: **(850)838-3553**
   Email: **grants.assist@taylorcounty.gov**

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

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): Exhibit 1 Recycling Summary Report, Exhibit 2 Tonnage Summary Report

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

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

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County Board of County Commissioners **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Print Name and Title of Person Signing

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

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

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

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

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

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

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

7. Financial Consequences for Nonperformance.

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

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

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

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

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

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

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

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

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

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

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

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

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

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

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

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

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

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

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

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

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

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

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

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

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

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

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

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

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

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

12. Insurance.

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

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

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

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

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

13. Termination.

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

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

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

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

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

14. Notice of Default.

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

15. Events of Default.

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

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

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

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

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

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

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

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

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

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

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

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

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

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

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

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

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

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

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

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

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

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

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SC128

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is Taylor County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

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

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

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

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

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

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

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

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

d. Other Insurance. None.

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

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

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

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

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

14. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC128

ATTACHMENT 3

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

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of $93,750.00, through Specific Appropriation Line Item No. 1704, Solid Waste Management Trust Fund, Fiscal Year (FY) 2020-21 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

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

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

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

Additional Narrative: The Grantee's recycling program operations and waste tire disposal needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee

TASKS and DELIVERABLES:

Recycling Program Operations

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

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

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Waste Tire Disposal

Task 2: Waste Tire Disposal
Task Description: Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires. The Grantee will provide tonnage summaries, using the Tonnage Summary Report, provided by the Department as Exhibit 2 of this Grant Work Plan.

Deliverables: The Grantee will submit documentation of its waste tire disposals. This documentation must include: the date of transportation, number of tires, and registration number of the collector along with the name of the driver. Additionally, the Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

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

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

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2020	9/30/2021	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Removal	10/1/2020	9/30/2021	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	$76,942.00
	Total for Task:	**$76,942.00**
2	Contractual Services (Subcontractor)	$16,808.00
	Total for Task:	**$16,808.00**

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

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	$10.50
	Utilities Mechanic	$11.43
	HEO I	$11.33
	Secretary/Office	$18.38

*Note: Full-time employee hourly rates determined by minimum and maximum salary/ 2,080 work hours per year.

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

Category Totals	Grant Funding, Not to Exceed, $
Salaries/Wages Total	$76,942.00
Contractual Services Total	$16,808.00
Total:	**$93,750.00**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

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

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

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

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

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

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

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

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

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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

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

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

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

PART II: STATE FUNDED

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

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

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

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2020-21	37.012	Small County Consolidated Waste Grant	$93,750	140134
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$93,750	

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

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM

ATTACHMENT 6

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

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

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

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

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

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

   c. Cell phone usage;

   d. Attorney's fees or court costs;

   e. Civil or administrative penalties;

   f. Interest in real property;

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

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

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

   Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

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

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

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

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

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

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

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**SC128**		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

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

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

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC128 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: SC128 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

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

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

GRANT EXPENDITURES SUMMARY SECTION

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

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____ , on behalf of

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

_____ , do hereby certify for

(Print name of Grantee/Recipient)

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

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

Check all that apply below:

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

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

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

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

GRANT EXPENDITURES SUMMARY SECTION:

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

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

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

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

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.
Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit 1
Recycling Summary Report

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

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the recycling
(Grantee's Grant Manager)
operations have been completed in accordance with the terms and condition of DEP Agreement No. SC128 and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Grantee's Grant Manager Signature: Date:

Exhibit 2
Tonnage Summary Report

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

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the disposal
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC128 and as described in Attachment 3, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Date:

Grantee's Grant Manager Signature:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	DEPARTMENT OF CORRECTIONS INMATE WORK SQUAD CONTRACT
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR AN INMATE WORK SQUAD WITH THE STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS.

Recommended Action: APPROVE CONTRACT

Fiscal Impact: $57,497

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COUNTY HAS CONTRACTED WITH THE DEPARTMENT OF CORRECTIONS SINCE 2004 FOR INMATE WORK SQUADS. THIS WORK SQUAD PERFORMS MOWING AND FIELD PREPARATION AT THE TAYLOR COUNTY SPORTS COMPLEX. RENEWAL COST OF THIS CONTRACT IS $57,497.

Options: NOT TO RENEW

Attachments: CONTRACT

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RON DESANTIS
Secretary
MARK S. INCH

501 South Calhoun Street, Tallahassee, FL 32399-2500
http://www.dc.state.fl.us

August 14, 2020

LaWanda Pemberton, County Administrator
Taylor County, Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Telephone: (850) 838-3510

RE: Work Squad Contract #W1117, Amendment #3

Dear Ms. Pemberton:

Attached for signature is original in PDF format of Work Squad Contract #W1117, Amendment #3 between the Florida Department of Corrections and your organization. This Contract will begin on November 4, 2020 or the date is it signed by all parties and will end on November 3, 2021.

To provide a seamless transition in contracting, **please print two (2) copies of the attached** original work squad contract and have **the two (2) originals signed and returned to this office, via Express Mail, as soon as possible.** Once the Work Squad Contract has been executed by the Department, one (1) executed original of the Work Squad Contract will be returned to you by Express Mail.

The address to return the Contract via express mail is:

Florida Department of Corrections
Bureau of Procurement
Attention: Mrs. Cristy Martin
501 South Calhoun Street
Tallahassee, Florida 32399-2500

As a reminder, please be advised:

- to include the Work Squad Contract number (W1117) on all associated invoices and correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Work Squad Contract has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office; and
- invoices may be submitted after the expiration date for services properly provided up to and including the expiration date of the Work Squad Contract.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Mrs. Cristy Martin
Mrs. Cristy Martin
Purchasing Analyst
Bureau of Procurement

CONTRACT #W1117
AMENDMENT #3

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the Taylor County, Board of County Commissioners ("Agency"), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its final renewal option;
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives; and
- Revises Revised Addendum A, third line.

Original Contract Term:	November 4, 2017 through November 3, 2018
Amendment #1:	October 22, 2018 through November 3, 2019
Amendment #2:	July 19, 2019 through November 3, 2020

In accordance with Section **V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

   I. A. Contract Term

   This Contract began on November 4, 2017, shall end on November 3, 2021.

2. Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives, is hereby added:

   VII. L. Cooperation with the Florida Senate and the Florida House of Representatives

   In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

3. Revised Addendum A, third line, is hereby revised to read:

   Interagency Contract Number W1117, Amendment #3 effective November 4, 2020.

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: 59-600879

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kasey A. Bickley

TITLE: Chief, Bureau of Procurement

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to approve updated Local Housing Assistance Plan (LHAP) which is required for submission of grant application to the Florida Department of Economic Development Small Cities Community Development Block Grant Program (CDBG) housing rehabilitation grant program.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Board to review and approve the updated LHAP required for submission to the CDBG housing rehabilitation grant program.**

Recommended Action: **Approval of updated LHAP required for the CDBG housing rehabilitation program.**

Fiscal Impact: **The County will be requesting funding assistance in the amount of $750,000. The County will be providing a match of $50,000 which will be set aside with SHIP funds. The SHIP program is state funds and can be used for a match for the CDBG program which is federal funds. No additional match will be required from the County.**

Budgeted Expense: Y/N

Submitted By: **Melody Cox, Grants**

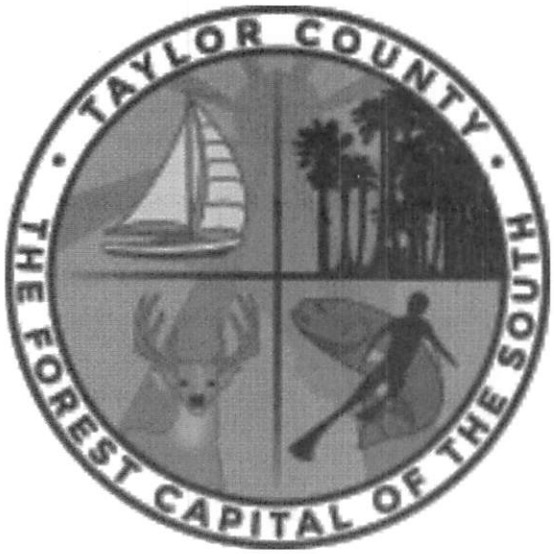
Contact: **Melody Cox or Jami Evans, Grants**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Board has approved moving forward with grant application to the CDBG housing rehabilitation program in the amount of $750,000. The funds will be used to provide housing rehabilitation assistance for very low, low, and moderate income homeowners. If awarded the grant, CDBG program recipients must live outside the Perry city limits. Mobile homes are eligible for this program. The LHAP needed to be updated to comply with current CDBG guidelines. The main change to the updated LHAP is that mobile homes are now eligible for repairs up to $20,000. Previously mobile home projects could only be demolition**

of the mobile home and reconstruction of a single family site built home. Guardian Community Resource Management, Inc. is preparing the application and required support documents on behalf of the County and will administer the grant if so awarded to the County. All fees to Guardian will be paid with the grant. There are no fees if the County is not awarded a grant. The Board executed a contract for the services with Guardian on June 1, 2020.

Attachments: Local Housing Assistance Plan.



Community Development Block Grant
(CDBG)

Housing Assistance Plan & Procedures

For

TAYLOR COUNTY, FLORIDA

FFY2020 - 2025

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I. INTRODUCTION

This manual is a guide for implementing the housing strategies and related aspects of the County's Community Development Block Grant (CDBG) Housing Programs, including the Regular CDBG categories (henceforth "CDBG"), and the CDBG Disaster Recovery Initiative (henceforth "DRI"). The responsibilities of the County, the Applicant homeowner, construction contractor, the Program Administrator (PA) and the Housing Rehabilitation Specialists (HRS) are specifically addressed in this manual.

The Program Administrator (PA) shall be the County Designee for oversight of this Housing Assistance Plan (HAP) and Procedures, and his/her duties are addressed herein. The PA shall approve all HRS work, including any Consultant or contract work, such as grants administration or project delivery services. The PA makes all final recommendations and decisions as to awards, monitoring reports, policies or other work generated by contractors or consultants. The major focus of this manual is on housing finance, housing rehabilitation, demolition/clearance, procurement, and replacement of eligible, HRS-approved dwellings. Relocation of households is also covered to a limited extent, as described herein. The Anti-Displacement Policy should be consulted if displacement or permanent relocation becomes a concern. Except under Federally Declared Disasters and similar extenuating circumstances, and by waiver of the County Commission and approval by the Florida Department of Economic Opportunity (FDEO), no CDBG housing activity shall be undertaken that causes displacement of legal residents from a dwelling unit. Permanent relocation shall only be considered for replacement units where the existing lot is not suitable for the replacement unit or is unsafe for the residents. Eminent domain shall not be addressed using County CDBG Housing funds.

The goal of the CDBG program(s) is to meet the U.S. Department of Housing and Urban Development (HUD) CDBG (DRI where applicable) National Objectives including but not limited to the rehabilitation of substandard units, and the rehabilitation of units affected by natural disasters, located within the unincorporated limits of the County and to bring them up to a minimum acceptable living standard. This standard shall include the HUD Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and other relevant local codes (whichever is most stringent for each code-related item). This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units under the CDBG regular category and DRI categories to be assisted shall be owner-occupied.

DISCLAIMER: Not all provisions apply to all programs herein. County staff, or designee, reserves the right to make final interpretation of this plan. Further, in the event of any conflict between or among any provision(s) herein applicable Florida Administrative Rules, statutes, or HUD regulations the more stringent may be applied by County staff or designee.

II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS OPERATIONAL POLICES AND PROCEDURES

All procedures outlined in this section are applicable to all CDBG categories including Regular Category Housing Rehabilitation, and the Disaster Recovery Initiative Housing Rehabilitation and Assistance Category. The operational procedures in this section govern all categories and may be amended or expanded by any requirements set forth in the individual strategies and the different programs and categories may require.

A. Housing Program Objectives

Maximizing community improvement and benefit should be the goal of any housing program on its way to meeting national and/or State funding objectives. The objectives of the County's Housing Rehabilitation Programs include but are not limited to:

1. For all CDBG Programs, to assist and encourage the revitalization of very low, low to moderate income neighborhoods through a Housing Rehabilitation and Deferred Payment Loan (DPL) Program.

    a. AMI means Area Median Income
    b. VLI shall mean very low income or thirty percent (30%) AMI
    c. LI shall mean low income or fifty percent (50%) AMI
    d. LMI shall mean low-to-moderate income or not to exceed eighty percent (80%) AMI
    e. OI shall mean over income for the particular income for which an Applicant is applying for benefit under the list above. OI households cannot benefit from CDBG direct assistance (in this case housing).

2. For DRI Only, to encourage the revitalization of very low, low to moderate income neighborhoods affected by declared natural disasters through a DRI Housing Rehabilitation and Deferred Payment Loan (DPL) Program.

3. For CDBG and DRI programs, to remove unhealthy or hazardous conditions (slum and blight) in VLI and LMI households.

4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of VLI and LMI neighborhoods to improve their community.

5. For CDBG and DRI programs, to address urgent community needs.

6. For all CDBG programs, to preserve existing housing stock, or replacement of substandard housing.

7. For all CDBG programs, to enable VLI and LMI families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.

8. For all CDBG programs, to reduce utility costs and to improve the comfort of VLI and LMI families through green construction standards and weatherization activities related to rehabilitation.

9. For all CDBG programs, to improve the property tax base in VLI and LMI neighborhoods.

10. For all CDBG programs, to increase employment and training opportunities for residents and minority persons through the hiring of individuals and small businesses owned and operated by Section 3 persons and businesses or persons residing in the vicinity of local projects.

11. For all CDBG programs, to make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements or as determined at the County's discretion.

12. For all CDBG programs, to minimize impact of program participation on Applicants and to limit direct costs encountered because of program participation.

13. For all CDBG programs, to adopt modern, green building and energy-efficient improvements for building rehabilitation and construction.

14. For CDBG and DRI programs, treat all participating Applicant homeowners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.

15. For CDBG and DRI programs, to provide all program Applicants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:

    a. that Applicant homeowners hold the primary responsibility for maintaining their property and personal finances,
    b. that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
    c. that any assistance provided must be authorized at the proper level.

16. For CDBG and DRI programs, to prepare and harden homes against high velocity winds and wind-borne debris in the event of hurricanes and other such natural disasters.

17. For all CDBG programs, to allow some flexibility in administering the CDBG programs in order to meet the overall CDBG goals and objectives of rehabilitating each addressed dwelling, and to comply with HUD Section 8 HQS, the current Florida Residential Building Code and any local codes that may apply. The County Commission may waive program rules to achieve CDBG objectives and benefits only when the result will be consistent with established goals and objectives, and applicable federal, state, or local regulations and requirements.

18. For all CDBG programs, to adopt Complementary activities which are eligible activities, as provided in Section 290.042, F.S., which are necessitated by the primary activity or project scored in the CDBG Application for which grant funds are requested.

19. For all CDBG programs, to allow Complementary activities in the Housing category, which include water and sewer hookups to provide service to units being rehabilitated or providing rehabilitation to the kitchen and/or bathroom plumbing of houses so that they can access water and/or sewer hookups. Water and sewer hookups are not complementary if they are the primary activity because the home is not being rehabilitated except as needed to allow the hookup.

    a. For the purpose of this HAP the per-housing unit cost of providing service shall not exceed $5,000. The use of CDBG funds for complementary activities may not exceed thirty five percent (35%) of the total CDBG funds requested for the primary activity.

B. Key Terms

Program Implementation:
HAP: Housing Assistance Plan
PA: Program Administrator
HRS: Housing Rehabilitation Specialist
DPL: Deferred Payment Loan
SOW: Scope of Work

Governing bodies:
CATF: Citizens Advisory Task Force
AHAC: Affordable Housing Advisory Committee
HRS: Housing Rehabilitation Specialist
FDEO: Florida Department of Economic Opportunity
SHPO: State Historic Preservation Office
THPO: Tribal Historic Preservation Office
EPA: Environmental Protection Agency
Local Government: Local elected body
Recipient: Local governing body

Income Status:
AMI- Area median Income
VLI: Very Low Income: 30% of AMI
LI: Low Income: 50% of AMI
LMI: Low-to-Moderate Income: 80% of AMI

Other terms:
Section 3: a person or business that meets the Federal Section 3 definition
LBP: Lead Based Paint
ACM: Asbestos Containing Material
DRI: Disaster Recovery Initiative

C. *Common Housing Program Types*

Common Housing Program Types: Community Development Block Grants: The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Grants consist of the following Categories:

1. Entitlement Communities:
   The CDBG entitlement program allocates annual grants to larger cities and urban counties (200,000 or greater in population) to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily for low- and moderate-income persons.
2. State Administered CDBG:
   Also known as the Small Cities CDBG program, the State award grants to smaller units of general local government (less than 200,000 population) that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects.
3. Disaster Recovery Assistance:
   HUD provides flexible grants to help cities, counties, and States recover from federally declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

D. *Purpose of Policies and Procedures*

It is the policy of the County's Housing Rehabilitation Programs to document program policy guidelines and procedures to be used by County staff in the everyday operations and practices utilized in reaching the goals of the Housing Assistance Programs. Further it is the County's policy to:

1. Assure that all programs are administered in strict conformance with the community development and rehabilitation rules and all applicable local, state, and federal requirements (including equal opportunity, conflict of interest, etc.).

2. Assure that no member of the Congress of the United States, the Citizen's Advisory Task Force (CATF), County Commission, or any other elected official shall serve on the CATF or share in proceeds or benefits of CDBG funded rehabilitation work. This monetary benefit would constitute a conflict of interest.

3. With regard to regular category CDBG and DRI categories, housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

E. *Administrative Program Policies and Procedures*

1. Housing Assistance Plan (HAP)
   A Housing Assistance Plan and Procedures guide shall be drafted and approved by the local governing body to be used as a written guide for implementing

program specific housing strategies. Including but not limited to Applicant intake procedures, maximum funding amounts, and specific program inclusions and exclusions.

2. Citizen Participation *(See the County's Citizens Participation Plan)*
   As required by specific program rules and requirements, public hearings will be held to provide information and discuss proposed activities to be undertaken, as well as address questions or concerns from the public. All public hearings and workshops shall be advertised in accordance with the appropriate funding agency (HUD, FDEO) requirements.

3. Conflict of Interest
   The adherence to the rules and regulations in regard to Conflict of Interest is mandatory. All Applicants that may have a business or familial relationship with a member of the County Commission, CATF, HRS, PA, or participating construction contractors must fully disclose this relationship on the Application and defiantly before a construction contract is executed. In addition, all Applicant names must be disclosed at the regular meeting of the County Commission and the CATF as the application process proceeds and these names must be included in the minutes of both the County Commission and the CATF meetings. The County Commission and CATF members must disclose any relationship with an Applicant and must abstain from any vote related to that Applicant. Any cases of conflict of interests must be made known at a meeting of the County Commission. Before an Applicant with a potential or real conflict as described in 24 C.F.R.570.489 (h)(2), is given final approval for participation the County must notify FDEO in writing. Prior to the expenditure of housing grant funds, the County must receive written notification of FDEO's approval of the waiver of conflict of interest, in accordance with C.F.R. Section 570.489 (h)(4). If this process is not followed the County and/or the Applicant may be liable for returning the funds expended to the program.

   County employees that submit an application for rehabilitation assistance and who are involved in the decision-making process related to the CDBG program or are involved in the financial approvals of this program must identify their conflict of interest at the time of application.

   The Federal requirements are found in 24 CFR 85.36 (b) (3) and 24 CFR 570.489(h). The State of Florida requirements are found in Chapter 112.311 – 112.3143 of the Florida Statutes. A Conflict of Interest is defined as a relationship or circumstances whereby a person or organization exercises functions or responsibilities for funded activities through which they, their relatives, or know associates obtain or appear to obtain a financial benefit.

   Two types of conflicts are noted, those being beneficiary and procurement.

   1. A beneficiary conflict of interest would involve any direct benefit, such as housing rehab, utility hook-up or façade renovation. The conflict would occur

when benefits are awarded to anyone with a role in the CDBG and or DRI program approval process, to include but not limited to, a member of a CATF, PA, County officials and Commission members. There are however exceptions to this rule which are explained in 24 CFR 570.611 (d). To request a waiver, the Applicant through the HRS and PA must be submitted in writing to the County for approval, who must then submit the request to FDEO for final approval. Any costs incurred prior to FDEO approval are unallowable. There are no retroactive waivers.

2. A procurement conflict of interest exists if there appears to be a relationship between a funded activity and County officers, their employees or agents, any member of their immediate family or any organization that employs or is about to employ, any of the afore-mentioned individuals. This conflict covers all aspects of the procurement, from solicitation, to award, to administration to include the writing of the Applicant Selection Criteria and in the Priority of Assistance, evaluating proposals and negotiating terms. The affected person must not participate in the procurement process in any manner; the level of conflict is irrelevant. Any conflict or appearance of a conflict requires non-participation. A procurement conflict cannot be waived.

4. Fair Housing (See the County's Fair Housing Policy)

The County and all its Contractors, Consultants and vendors receiving CDBG and/or DRI grant funds shall comply with Title VIII of the Civil Rights Act of 1968, Restoration Act of 1987, Sec. 800 [42 U.S.C. 3601 note] (Fair Housing Act), as amended, 24 CFR Part 92.252, Fair Housing Rents, Title VI of the Civil Rights Act of 1964, Housing for Older Persons Act of 1995 (HOPA), Fair Housing Amendment Act of 1988, Age Discrimination Act of 1975, HCD Act of 1987, as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974 (570.487 and 570.495(b),Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 (ADA), Executive Order 11063, Executive Order 11259. The County of Stuart also will comply with 42 U.S.C. § 3604(f) (3), to ensure that the design and construction of covered multifamily dwellings include features of accessible design for disabled persons.

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally and not discriminated against on the basis of race, color, religion, sex, national origin, familial status, and disability, when serving housing needs.

The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, familial status, and disability. In addition to what is covered under the Federal act, Florida law also prohibits discrimination on the basis of material status.

This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with Fair Housing Laws, as well as the more subtle

forms of discrimination. Where possible, application materials and handouts for Applicant meetings should be in Spanish, and/or a multi-lingual representative of the organization receiving applications is present to assist Spanish speaking Applicants.

It is the policy of the County to ensure that all state and federally funded projects and activities prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, on the basis of race, color, religion, sex, national origin, familial status, and disability (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18).

5. Equal Opportunity Employment: *(See the County's EEO Policy)*
   It is the policy of Taylor County to use state and federal grant funded programs to provide services to very low, low to moderate income Applicants. At no time will employment opportunities provided through the expenditure of state or federal funds or otherwise be denied on the basis of race, color, religion, sex, national origin, familial status, and disability. Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties and all Contractors, Consultants, vendors will be notified. All Equal Employment Opportunity Posters will be displayed as required by state and federal guidelines.

   Equal Employment Opportunity protects all employees and the potential employment of all Applicants of the County and any Contractors, Consultants, and vendors receiving grant funds. These requirements apply at all times for the County or Contractors receiving state or federal grant funds.

6. Section 3 Employment Opportunities: *(See the County's Section 3 Policy)*
   The County and/or Contractors, Consultants, and vendors receiving grant funds shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), Section 3 Statute—12 U.S.C. 1701u, Section 3 Regulation—24 CFR Part 135, 24 CFR 85.36(B)(8).

   It is the policy of the County to use its best efforts to afford Section 3 residents and Section 3 business concerns the maximum practicable opportunity to participate in the performance of all grant funded contracts. The County may rely on written representations by businesses and residents regarding their status as Section 3 in lieu of an independent investigation.

   Every effort shall be made to notify Section 3 residents and businesses residing or maintaining offices in the local area through public notices, as part of complying with Section 3. Documentation of such efforts is required.

7. W/MBE Employment Opportunities: *(See the County's W/MBE Policy)*
   The County and/or Contractors, Consultants, and vendors shall comply with: Public Law 95-507, The Small Business Act, and Executive Order 11625 of 1971. It is the policy of the County to use its best efforts to afford small businesses, minority

business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of all grant funded contracts.

8. Permanent Relocation / Displacement:
General:
This activity involves replacement of an eligible owner-occupied unit. The County Commission or its PA will decide with the HRS on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary on a case-by-case basis.

Once the decision is made, the HRS prepares bid specifications based on Applicant homeowner input from review of available plans from the Contractor. Bidding contracting and inspections then proceed as in the rehabilitation process.

For all CDBG categories, permanent relocation (due to flood plain, non-conforming lot, hazards, etc.) and/or demolition-relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. The units must be redeveloped (replaced) on site or elsewhere due to problems with the site. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy. In this HAP, demolition-relocation shall refer to replacement housing to build a new unit in place of one that must be demolished for reasons outlined in this HAP and as recommended by the HRS.

The Housing Program will comply with the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act of 1970. Except as provided for herein under a Federally Declared Disaster (and then only by County Commission Waiver and FDEO approval), the County will not engage in any project under this HAP that displaces any legal, URA-covered occupants. When provided for in the program budget, for homeowner occupied housing assistance, temporary relocation services can be made available to qualified persons who need to relocate while rehabilitation work is completed. The maximum assistance amount and documentation required to show proof of use of funds shall be determined by the County Anti-Displacement and Relocation Policy that covers those situations in detail.

Applicant homeowners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the PA determines the Applicant to be ineligible for assistance, the HRS shall recommend, and the County will send written notification to the Applicant stating that the application has been rejected and the reason for the rejection.

9. Property Acquisition: *(See the County's URA Policy)*

In the event the housing program needs or seeks to acquire property to address a specific community need, some fundamentally required steps will need to occur in

order to ensure compliance and the success. Each purchase, or acquisition, may vary case by case.
However, in general terms, the following should take place:

1. Confirm source of funds and authority to acquire,
2. Identify the property/site and determine its suitability,
3. Perform legal description/boundary survey/preliminary title search (services procured as necessary),
4. Send notice of intent to acquire to Owner,
5. Solicit appraisal services and retain Appraiser,
6. Where recommended by the HRS or program required, solicit review appraisal services, and retain review appraiser,
7. Receive appraisal review (when required), then solicit and retain Title Company (ies) (title insurance amount and necessity determined in advance),
8. Send offer to purchase and notice of just compensation to Owner of no less than the appraised fair market value,
9. Obtain Homeowner(s) acceptance of offer in writing
10. Finalize contract for purchase with Owner after County legal reviews and approves,
11. Company calculates settlement costs and closing date is set,
12. Closing conducted with funds changing hands and,
13. Records of proceedings retained.

10. Voluntary Acquisition:
The County may purchase property with CDBG/DRI funds for use on eligible activities. While property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased only on a voluntary basis.

The County shall determine the features needed and the funds available for land purchases in the State Sub-recipient agreement(s). When property is needed or required for CDBG/DRI activities, solicitation procedures of the County shall be followed. The request will state the specifications and budget and indicate that the purchase is voluntary. All property acquired by any CDBG/DRI funds shall meet all the requirements of the Florida CDBG program and shall be used only for eligible CDBG/DRI activities.

No displacement of tenants (or other legal occupants) will occur as a result of any of the County CDBG Housing programs. For lease property, owners do not receive any relocation assistance. Owner-occupants under rehabilitation must voluntarily participate.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the County for purchase of their property in response to a public invitation or solicitation of offers. The County Commission is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site-specific and at least two (2) properties in the community meet the criteria established by the County for usage, location and/or interest to be acquired. The County Commission, prior to publication of a public notice or attendance of any local government representative at a property auction, must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. Accurately describe the type, size and approximate location of the property it wishes to acquire;
2. Describe the purpose of the purchase;
3. Specify all terms and conditions of sale, including maximum price;
4. Indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. Announce a time and place for offers to be accepted; and
6. Announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act will be followed, but all acquisitions shall be voluntary and without displacing legal, URA eligible occupants.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a County official. Records of offers shall be kept. Appraisals are not required for purchases less than two thousand five hundred dollars ($2,500) if a mutually agreed-to sales price can be reached. Clear title must be present in every transaction. The PA must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the County Commission that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

11. Non-Voluntary Acquisition Plan: (when applicable under DRI for emergency purposes) (not applicable under CDBG regular housing categories)
Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent to owner, (5) appraisal services

solicited and appraiser retained, (6) where recommend by the HRS or program required, review appraisal services solicited and appraiser retained (7) appraisal received and sent for review, (8) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (9) offer to purchase and notice of just compensation sent to owner, (10) owner contacted by attorney or other representative and contract formalized, (11) settlement costs calculated and closing date set, (12) closing conducted with funds changing hands and, (13) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent via certified mail. The CDBG implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. County CDBG/DRI housing funds cannot be used in any way that would cause involuntary displacement. (Refer to the County's separate Anti-Displacement Policy on this subject.)

12. Timing and Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to affect a design that is not wholly site-dependent that is where two or more sites are suitable for the project. It is recognized this may not always be possible; however, a policy of minimizing single-site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start-up. The PA shall make the determination as to whether or not bidding, award and start-up may proceed to closing on the property.

In those cases where needed for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The County's Anti-displacement and Citizen Complaint Policies shall be followed in these cases.

13. Appeals / Complaints: *(See the County's Grievance Policy)*

The HRS and the PA are authorized by the County to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the HRS or the PA. For a complaint to be considered

valid, it must be issued in writing within a period of ten (10) calendar days of its occurrence. Responses also shall be issued in writing. The County's Citizen Complaint and Grievance Policy, Citizen Participation Plan and Fair Housing Ordinance shall be adhered to in addressing any complaints.

If the complainant is not satisfied with the PA's response, the issue must be presented in writing to the County Commission Chair and/or County Administrator in accordance with the Complaint Procedures set forth in the County's CDBG policies and procedures. Further action on any complaints shall be governed by County CDBG policies, including Citizen's Participation and Grievance Procedures. Any appeals will be made according to the County CDBG policies and procedures. Further appeals, if necessary, must be addressed to the Florida Department Economic Opportunity (FDEO).

14. Fraud

All levels of housing program management are responsible for the detection and prevention of fraud, misappropriations, waste, and other inappropriate conduct as it pertains to the use of specific program funding.

Fraud is defined in this document as a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Any fraud that is detected or suspected will be reported immediately to the PA, who will conduct or employ on his/her behalf to conduct an objective and impartial investigation into the fraudulent activity, along with other applicable departments and/or law enforcement agencies, as deemed necessary or appropriate. Any individual found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action as program regulation and the law will allow, which may include program, service, and/or employment dismissal, as well as prosecution by appropriate law enforcement authorities, when appropriate.

15. Actions Constituting Fraud:

As used in this policy, the term "fraud" includes, but is not limited to, the following:

1. Any dishonest or fraudulent act.
2. Forgery or alteration of any financial document used for the purpose of program eligibility.
3. Deliberately including and/or providing false information from the program assistance application.
4. Deliberately withholding any required information requested to properly determine eligibility status, including all assets, liabilities, incomes.
5. Destruction or concealment of records, income and/or assets.
6. Failure to disclose and/or an attempt to conceal any conflicts of interest relationships.
7. Failure to disclose and/or an attempt to conceal any required information on employment.
8. Any similar or related inappropriate conduct.

16. Non-Fraud Irregularities and Conduct:
This Section covers allegations of personal improprieties or other irregularities not constituting fraud, such as drug abuse or distribution of, vandalism, assault, murder, sex offense or other such public nuisances, or criminal activity. Suspected improprieties concerning employees, managers, committee members, elected officials, or constituents seeking assistance from the various programs administered by the County, as it pertains to moral, ethical, or behavioral conduct should be resolved by the appropriate Local Government Department Director and Administration whenever possible. This section uses 24 CFR part 5 subpart I; PREVENTING CRIME IN FEDERALLY ASSISTED HOUSING--DENYING ADMISSION AND TERMINATING TENANCY FOR CRIMINAL ACTIVITY OR ALCOHOL ABUSE (5.851-5.861) and 24 CFR part 5 subpart J; ACCESS TO CRIMINAL RECORDS AND INFORMATION (5.901-5.905), as a guide when referencing non fraud irregularities and conduct.

17. Local Government Status Reports:
The housing program may as applicable to funding requirements, create and maintain or require any of its Sub-Recipients, Contractors, Consultants and/or vendors to create and maintain a quarterly status report. This report is to be presented to the PA/HRS on a regular pre-designated date and time each month. It is important that the PA and local governing body be kept informed as to the project scheduling (i.e. bidding, work write-ups, contracting, construction, and completion) and budget to ensure that program compliance is being maintained. Every status report should be prepared in a format approved by the PA/HRS and have an attached budget summary. The budget summary shall contain all relevant construction cost, and demographic data relevant to budget and administrative closeout audits and/or compliance reviews. Likewise, the HRS and PA will submit periodic reports to the local elected officials and submit all required quarterly and annual required reporting to the funding agency on time and as required.

The follow reports include but are not limited to and will be required by the funding agency:

1. Quarterly Status Report (QSR)
2. W/MBE Report (bi-yearly)
3. Section 3 Report (annual)

18. Subordination: *(See the County's Subordination Policy)*
Approved Applicant homeowners who have received financial assistance from the various housing programs frequently request the local government to subordinate its interest in their property to a new loan mortgage/deed of trust for the purposes of; refinancing an existing first mortgage, obtaining a new line of credit, home improvement, or debt consolidation.

The allowance of the subordination of the DPL shall be in accordance with the local policy as approved by the County and/or the policy approved by the funding agency. An active subordination policy is critical and is intended to protect the local

government's financial interest in the homeowner's property without unduly restricting the homeowner's access to the equity in their property.

The language of the documents (grants, mortgages, deeds of trust) filed as liens against a property to secure the County's interest prohibit the transfer of title, or portion thereof, without prior consent by the County. Executing an additional lien, subsequent to the execution of the County's security instruments, constitutes a transfer of title that would make the County's loan/grant immediately due and payable.

19. Consent to Place Subordinate Lien

The County will generally consent to the placement of a Subordinate Lien upon written request from the homeowner(s) under the following conditions:

1. Requests for Subordination of Lien must be approved by the PA, or his/her designee.
2. The following documentation at a minimum should be provided to the PA for consideration of Subordination requests:
   a. Proof of licensure of refinancing lender to do business in the State of Florida.
   b. Authorization for Release of Information signed by the homeowner(s). Signatures will be verified.
   c. Written statement from the Homeowner(s) stating reason for the subordination request.
   d. Supporting documentation as to the validity of the reason.
   e. Lender's Good Faith Estimate.
   f. Complete terms and conditions of the existing loan and the new loan.
   g. Documentation about payment of taxes and insurance and their status.
   h. Copy of appraisal or property valuation information with method of determining same.

Note: Consideration should not be given to any request for Subordination of Lien without this information. Additional information may be required.

3. Requests for Subordination of Lien will be reviewed, and a decision made on a case by case basis on such merits as the following:
   a. Emergency needs arising from a natural disaster.
   b. Emergency housing repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.
   c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
   d. There is sufficient property value to support all outstanding mortgages.
   e. Refinancing for educational purposes.
   f. Refinancing for medical emergencies.

4. Request for Subordination of Lien should not be considered under the following circumstances:

a. The interest rate on the new mortgage exceeds the interest rate of the existing mortgage.
b. The cumulative loan-to-value ratio exceeds 100%.
c. The housing debt-to-income exceeds 30%.
d. The total debt-to-income ratio exceeds 40%.
e. There is cash paid out to the borrower(s).
f. The mortgage lender and applicant fail to provide all required documentation.

5. Additionally, no subordination request should be approved if it contains any of the following provisions:
   a. Adjustable rate mortgage (ARM)
   b. Balloon payment(s)
   c. Open line of credit
   d. Reverse mortgage
   e. Prepayment penalty
   f. Interest only mortgage
   g. Negative amortization

6. In the event the County agrees to subordinate its affordable housing liens or mortgages:
   Usually such consideration is given only for proven hardship. Payment of credit card debt is not a basis for approval in accordance with the County's Subordination Policy. It is the intent that granting of subordination shall be one time only and shall not include any liens/mortgages recorded subsequent to the County's lien interest.

20. Refinancing Existing Superior Liens:
The County will generally agree to subordinate its interest in a rehabilitated or newly constructed owner-occupied residential property assisted under the CDBG or DRI programs if the proposed new loan is in an amount that does not exceed the current aggregate balance of existing superior lien(s) plus reasonable closing costs. This policy applies to both repayable and deferred payment loans. Requests for a Subordination Lien due to hardship will be considered on a case-by-case basis and are contingent upon state and federal funder guidelines and rules.

21. Program Income
No program income is planned to result from the CDBG/DRI program. Program income should only result in the case of DPL repayment where the title is transferred, or the unit is no longer the primary residence of the Applicant homeowner. All Deferred Payment Loans (DPLs) shall be zero-interest and deferred payment with repayment of CDBG/DRI funds only in the event of transfer of title or where the eligible Applicant homeowners no longer occupy the unit as a primary residence within the DPL period. After the expiration of the FDEO CDBG Award Agreement between the County and the State, the monitoring will be performed by the PA annually through site visits and title verification through the Clerk of Courts and County Appraiser offices. The County's DPL mortgage

documents and liens shall always include a notice to the County as soon as the title changes ownership. If repayment of CDBG/DRI funds is received during the DPL period, it will be relegated back to the Florida Department of Economic Opportunity (FDEO) or used for additional eligible CDBG/DRI activities as may be authorized by FDEO. Program income or DPL payments received subsequent to closeout will be returned to FDEO (within ten (10) days or the time frame allowed by FDEO at the time of program income receipt if longer than ten (10) days unless the state's program income regulations are changed.

F. General Program Polices

1. Objectives/Goals of Assistance: The Housing program is designed to provide the following community opportunities:

   a. To allow for public and community participation.
   b. Provide safe and affordable housing solutions to very low (VLI) and low income (LI) families and individuals.
   c. To eliminate deficient code and housing quality standards (HQS) within the housing stock of the community.
   d. Eliminate housing units that can be considered to be a blighted influence on the community.
   e. Eliminate emergency housing conditions that pose an immediate health and safety concern to residents/inhabitants.
   f. Provide energy efficient and affordable green housing features to very low (VLI) and low income (LI) families and individuals.
   g. Address other housing issues that meet program funding criteria within the intent and policy of the specific housing program.

2. Funding Sources
   The funding sources listed below will be used to conduct all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

   a. Community Development Block Grant (CDBG):
   b. Community Development Block Grant Disaster Recovery Initiative (CDBG/DRI):
   c. Matched or leveraged State Housing Initiative Partnership (SHIP) funds

   The above funding sources may be used to supplement all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

G. Priority of Assistance:

Priority of assistance is determined based on local need and specific program requirements. When awarding funds for assistance to Applicants of housing-related services, it is important for the County to establish a fair and equitable underwriting process for selection. For awards to individual Applicants, criteria are established by

the program requirements, the current established HUD Area Median Income (AMI) limits, those affected by documented federal disasters, and other non-demographic preferences, such as targeting to special needs populations, elderly and disabled. Eligibility for individuals is based upon annual household income and on a first come, first qualified, and first serve system.

Applicants must complete and submit all required information on all household members for a determination of income eligibility and must be willing to execute all necessary documents on a timely basis.

Applicant Qualification Criteria and Requirements

Applicants will not be served until they have submitted a complete Application with all documentation required and have been found by the HRS to be income-eligible and can document clear and/or unencumbered title.

Income-eligible Applicants are those Applicants with household incomes that fall between Very Low Income (VLI or 30% AMI) to Low-to-Moderate (LMI or 80% AMI). Income eligibility is determined by using the total household gross income and shall be determined upon completion of the application process.

Applicant Selection Criteria and Requirements

Applicants will be selected on a first-come, first-qualified, first-served basis and will be documented by the individual(s) receiving the Applications by date and time stamp. Program rules require that a minimum number of VLI and LI Applicants be served. Therefore, priority will be given to VLI Applicants (minimum of two {2}) and LI Applicants (minimum of five {5}) until the required number of VLI and LI units has been satisfactorily addressed in accordance with and as outlined in the Agency Award Agreement with (HUD, FDEO). Assistance is subject to funding availability. No other ranking or scoring process will be used.

Applicant Priority

While the County will be using a first-come, first-qualified, first-served basis for selecting Applicants for program funding, the housing program recognizes there are times when priority must be given to certain underserved groups or to meet funding agency requirements.

Other Applicant priority consideration factors are:

1. Applicants who are elderly (Greater than 62 years of age)
2. Applicants who are handicapped/disabled (with acceptable proof of handicap/disability)
3. Applicants who are veterans of any war as declared by the Congress of the United States of America

These other Applicant priority consideration factors will take effect in the event that Applicants simultaneously submit an Application and it is not discernible by the individual(s) receiving the Application which Applicant entered the facility to submit the Application first, or in the event that the Applicants enter the facility to submit the Application at the same time and there is only one individual to receive the Applications causing one person to have a later date and time stamp on their Application.

In addition, if the HRS, in consultation with the PA and other applicable local government departments (Housing, Building, Fire, Health Department or Code, etc.) determines that one Applicant's housing unit poses a greater hazard to health and safety than another's, the Applicant at greater risk of physical harm may be given priority (i.e. roof replacement would take precedence over a window repair).

H. Applicant Intake

As required by specific program rules, the County will solicit and advertise the appropriate public notification and public hearing(s) notices. A notice of funding availability shall be placed in the appropriate media outlets to provide information and discuss specific program housing activities to be undertaken with the available program funding. Subsequent to the public hearing and advertising periods a minimum of:

1. One (1) Applicant workshop should be advertised and held in a public setting to address additional questions or concerns from the participating public.
2. All public hearings, advertisements, and workshops shall be advertised in accordance with the appropriate funding agency (HUD, and FDEO) requirements.

An informed Applicant will help minimize future misunderstandings. To this end, Applicants should be informed early in the process of the program's income limits, benefits, stipulations for assistance; repayment terms (if applicable) and anticipated timeline from application to assistance. This information can be effectively conveyed via a program and/or goal specific fact sheet or program brochure and should be discussed during the initial Applicant workshop and as required during any follow up contact.

The HRS shall review and Program Administrator shall review and rank the applications based on a first come, first qualified, and first serve process. The DRI category will be based on the same criteria.

The application process will have a noticed cutoff date for the receipt of applications. Applications received after that date shall only be considered on a 'first come, first qualified, first served' basis as alternates after the primary list of Applicants has been considered and exhausted and where sufficient funds still remain to address more units. Primary consideration of 'first come, first qualified, first served' status shall be when the Applicant complies with all program criteria and has furnished all required documentation and can therefore be qualified by the HRS, rather than time of receipt of the initial application. This is contingent upon funds remaining available at the time

of approval and the unit in question also qualifying. Income qualification and unit qualification both apply (e.g. an Applicant completes their file and is qualified, but the unit is in the flood plain or historic and insufficient funds remain to address those issues. However, the next Applicant in the first come, first qualified, first served line qualifies and only needs roof and window repairs within the remaining budget.

The HRS or the County's PA may remove an Applicant from any CDBG program for a change in household income, approved in the Applicant Selection Criteria, not complying with the minimum qualification procedures, refusing to comply with the program requirements or HRS directions (such as temporary relocation from an unsafe dwelling or work area), not accepting the program standards or HRS recommendations for eligible repairs or other just cause that would expose the County to unacceptable risk. If it is determined that it is necessary to remove an Applicant from the program, a certified letter will be drafted and recommended by the HRS and sent by the County to the Applicant stating the reasons for the removal. The Applicant will have the right to appeal the decision as identified in the Citizen Participation Plan. The HRS's best judgment shall be the guide in determining whether it is in the best interest of the program or the County to reject a unit or application. The practical housing rehabilitation experience of the HRS is critical in dealing with potential risk to the County or program, or the safety of the occupant in cases where Applicants refuse to cooperate with program guidelines or HRS directions.

Note:

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally when serving housing needs. The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex/gender, familial status, national origin, or disability. In addition to what is covered under the federal act, Florida law also prohibits discrimination on the basis of marital status. This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with fair housing laws, as well as the more subtle forms of discrimination.

I. Application Process and Applicant Eligibility

Listed below are the minimum functions to be performed in processing an Application for Assistance. The County should make every good faith effort to notify the Applicant of eligibility within thirty (30) days of the application date.

1. Review with the Applicant the objectives of the rehabilitation activities.
2. Advise the Applicant on the specifics of the grant program and other funding sources that may be available.
3. Advise Applicant concerning the conditions under which a loan/grant is made.
4. Assign an application number and set up a separate file for each Applicant.
5. Check all local tax records to determine that property taxes are current.

6. Verify Applicant's household income. Retain documentation in program files. (Also housing expenses and assets if they are used.)
7. Determine eligibility of the Applicant for assistance. Evidence that ownership of the property has been verified through the Property Appraisers Office shall be retained in the office files.

The application for assistance should contain all the necessary information to determine whether an Applicant is eligible for program assistance, including but not limited to:

1. The number of people residing in the household including name, age, relationship to head of household, Social Security number, present address and home phone number and employment status.
2. Name and address of employer(s), work phone number(s), position title and number of years on job with employer.
3. Sources of annual income, including earned, unearned and asset income (this subject will be described in detail below).
4. A statement signed by the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
5. A signed statement indicating that the Applicant understands that all information provided is subject to Florida's public records laws.
6. An authorization for release of information sheet.
7. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

To ensure proper Applicant qualification, each Applicant shall also be required to provide, at a minimum, the following documentation, as applicable, on a case-by-case basis.

1. Completed Application for Assistance and disclosures with signatures and date. *(including duplication of benefits documentation from FEMA, Insurance, SBA, family assistance, faith, or community assistance documentation, and duplication affidavits)*
2. Government Photo Identification for Applicant and any co-Applicants.
3. Proof of Ownership, e.g. recorded copy of Property Deed.
4. Current Property Tax Receipt.
5. Most current year's Tax Returns or current year's Tax Transcripts from IRS.
6. Paycheck Stubs (last 3 pay stubs for each working member, with additional and updated stubs required at the County's discretion).
7. Most current Social Security Statement of Benefits for each household member.
8. Most current documentation for other assets - 401(k), retirement/pension, IRA, CDs, annuities, etc.
9. Most current self-employment income statement with schedule C, E, or F.
10. Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).

11. Three most current bank statements for all open checking, savings, or other interest-bearing accounts at the time of application and at contract signing.
12. Property Appraiser documentation showing what year the unit was built.
13. Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for eligibility determination.

The PA/HRS should review the application carefully to ensure that the Applicant has provided all sources of income, including total household assets and asset income. If an Applicant has trouble completing the program application and providing the required back up documentation necessary for final program eligibility. It may be preferable to schedule a meeting between the HRS and Applicant to complete the application for assistance in a scheduled, face-to-face interview where the Applicant can be prompted to provide accurate and comprehensive income and household information. It is common for Applicants to misunderstand what items to count toward annual income.

1. Applicant Responsibility:
   Applicant Homeowners and all household members are responsible for working in good faith and in a responsible, reasonable, and timely manner with the HRS. Reasonable deadlines shall be established at each step of the process of submittal of information by the homeowner. Generally, after two written notifications, any refusal or failure to provide information, or any established pattern of untimely submittal of information by the homeowner, at the HRS's discretion and approval by the PA the Applicant's case file may be closed.

J. Applicant Homeowner Eligibility Standards

In order for a homeowner Applicant to be eligible for purchase and/or rehabilitation assistance, the following criteria must be met:

1. Total household income under CDBG and DRI must not exceed the very low income (VLI) to low-to-moderate income (LMI) limits set for the HUD Section 8 program at the time assistance is provided or no greater than eighty percent (80%) of the Area Median Household Income (AMI) limits.

2. For regular category CDBG and DRI. The Applicant homeowner must possess and provide clear title to the property, although it may be jointly owned, and the property may be mortgaged. Ownership through life estate, their property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The Applicant homeowner must reside in the dwelling as a primary residence to be rehabilitated for at least one (1) year prior to the time of application (owner occupied assistance). In the case of the DRI category, the Applicant homeowner must have been permanently residing in the dwelling unit as the primary residence at the time of the declared disaster.

4. Property tax, mortgage payments and utility bills must be current, and ownership must not be jeopardized by any other threat of foreclosure, default, or clouded title to be eligible for CDBG and DRI owner-occupied rehabilitation.

5. For all CDBG programs, the property must be fully insured for basic hazard/homeownership insurance. Flood Insurance also applies in the one hundred (100) year flood plain and the County must be named as a policy holder if the home is in the one hundred (100) year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement. Any unit to be addressed with CDBG funds must be elevated to at least one foot (1') above base flood elevation (or to local code) whichever is greater or disqualified due to cost infeasibility. This applies to all categories and all activities involving construction.

6. For all CDBG programs, all Applicants that may have a business or familial relationship with a member of the County Commission, the Citizen's Advisory Task Force Committee, HRS, PA and participating construction contractors must fully disclose this relationship at the time of the Application, at the point in time in which the conflict occurs and definitely before a construction contract is executed (see Conflicts of Interest)

7. For regular category CDBG and DRI, if a boundary survey is required, the Applicant homeowner is responsible for providing necessary proof or documentation at the homeowner's expense.

8. Rental or other income generating properties are not eligible to participate in the CDBG or DRI owner-occupied rehabilitation program. Only units occupied by the Applicant(s) with clear title as a primary residence are eligible.

9. In DRI categories, lease units may be addressed if a) the County is seeking lease units to meet DRI VLI or LMMI needs, b) the project is cost feasible, c) the unit(s) are income restricted (either LI or VLI), d) the units comply with all HUD and FDEO eligibility requirements (or will by means of agreement and improvements), e) have CDBG eligible repair needs and f) for VLI rental set aside funds, the property management agency demonstrates to the County and the minimum five (5) years' experience required to participate. Such properties shall be screened and qualified by the selection process and review of the HRS. The property management organization is required to re-verify income annually for all tenants.

10. Applicants may be required to attend a HUD approved eight (8) hour homebuyers' education class prior to closing, this may apply to any new construction units under the DRI program. The HRS will advise the County of any such requirements.

11. For all CDBG and DRI programs, the County shall take all reasonable measures to avoid fraud and abuse. The County shall provide qualified oversight through

competent staff of contract program oversight. Any fraud or abuse of Housing funds shall be grounds for disqualification. (See Fraud section of this document)

Each Applicant: to ensure proper homeowner qualification will also be required to provide at a minimum the following documentation, as applicable on a case by case basis:

1. All CDBG programs: Completed application and disclosures with signatures and date.
2. All CDBG programs: Photo Identification for Applicant and any co-Applicants.
3. Regular Category CDBG and DRI: Proof of Ownership Recorded Copy of Property Deed.
4. Regular Category CDBG and DRI: Property Tax Receipt.
5. All CDBG programs: Most current year's Tax Returns or year's Tax Transcripts from IRS.
6. All CDBG programs: Paycheck Stub (Last three (3) pay stubs for each working member of household) OR most current Social Security Verification (Statement of Benefits).
7. All CDBG programs: Most current other assets - 401(k), retirement/pension, Individual Retirement Account (IRA), Certificates of Deposit (CD's), annuities, etc.
8. All CDBG programs (when applicable): Most current Self-employment income statement with schedule C, E, or F.
9. All CDBG programs: Documentation on dependents claimed (including birth certificate, social security card, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).
10. All CDBG programs: Three (3) most current bank statements for all open checking, savings, or other interest-bearing accounts at the time of application and contract signing.
11. All CDBG programs: Documentation showing what year the home was built after 1978.
12. DRI only: Documentation showing the Applicant was displaced or received damage from Federally Declared Disaster.
13. All CDBG programs: Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for legibility.

K. Duplication of Benefits

In regard to Disaster Recovery Initiative (DRI): Applicants who respond to an advertised request for Applications must provide additional documentation as listed below:

1. Proof that the residence was impacted by the applicable federally declared disaster event.
2. All FEMA, Small Business Administration (SBA), and Insurance claim documentation.
3. Written certifications and proof of all benefits received.

4. All receipts and/or invoices for work completed using FEMA, SBA, and/or Insurance monies from a filed claim.

Any and all program required self-certifications as is required by the funding agency, the housing program, and applicable local governments

L. Applicant Household and Income Verification

The household and income verification process may vary slightly from one program to another depending on the funding agency requirements. Generally speaking, an eligible household is comprised of one or more natural persons determined by the eligible municipality to be of very low income, low, low to moderate income according to the current HUD income limits adjusted for family size. The HUD Handbook 4350.3 Chapter 3 Section 3-6 (E) provides guidance on whether or not to count an individual as a household member. Whenever the handbook indicates that an individual is a household member, the individual's full income must be included in the annual income.

M. Household Income

An Applicant homeowner's household income eligibility status shall be determined based on the total family Gross Annual Anticipated Income according to household size and make-up. The income eligibility of each household will be determined in accordance with current HUD "annual income" rules and regulations as defined in HUD Handbook 4350.3 rev 3 or those adopted through the funding agents Consolidated Plan and approved by HUD.

All household income inclusions and exclusions can be found at HUD 24 CFR part 5: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/part5

The income of each household assisted with any CDBG or DRI funds will be determined at the time of purchase in accordance with 24 CFR 570.3 using "annual income" as defined by the Section 8 Housing Assistance Payments Program to ensure income requirements are being met.

The following rules are applicable in determining household income:

1. For all CDBG programs, the gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under age 18) are not included in total.

2. For all CDBG programs, all Applicants applying for housing rehabilitation assistance under the CDBG program will be subject to a third-party income verification process to ensure that all Applicants meet the minimum income guidelines set forth by the established HUD minimum income limits.

3. For all CDBG programs, occupants of a dwelling who are not related to or not dependent upon the Applicant homeowner(s) are considered part of the Applicant homeowner's household.

4. For all CDBG programs, rent or other household support contributed by non-household occupants of a dwelling is included in household income.

For all CDBG programs: The Applicant homeowner' s assets, with the exception of the home in which he/she resides, unless previously assisted with SHIP funds, and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILIATION AND CONSTRUCTION POLICES AND PROCEDURES

A. Identification of Units

Housing Rehabilitation will be performed only on units approved by the County and in accordance with grant requirements established by the State of Florida DEO and the U.S. Department of Housing and Urban Development (HUD). Alternate units may be provided to replace any primary units that may become ineligible. The County will solicit applications either from other housing assistance providers that have knowledge of need within the County, by placing notices in public areas throughout the County and/or by advertising in publicly circulated publications. The County will review applications received using the following selection criteria as defined in the *Priority of Assistance* section of this document:

1. For all CDBG programs, has the Applicant previously been furnished assistance under any County Housing assistance program including State Housing Initiative Partnership (SHIP) or Disaster Recovery Initiative (DRI), or other such federal/state programs, and if so, when and under what circumstances. A former Applicant that received assistance under the regular CDBG category cannot be assisted for five (5) years and in any event will not be served again until all other eligible Applicants have received assistance.

2. For all CDBG programs, number of persons in the family and the family income. Priority will be given to Applicants that meet the VLI and LI Applicant selection criteria as defined in the *Priority of Assistance* section of this document.

3. For DRI, housing units identified by the County when the County falls under a Federally Declared Disaster Event, having been affected by a disaster.

4. For regular category CDBG and DRI, type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program but will be restricted to replacement of said structure with a site-built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions. The

HRS shall make the final evaluation and recommendation for addressing any mobile or manufactured units.

5. For all CDBG programs, location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.

6. For all CDBG programs, compatibility (consistency) of the proposed residence rehabilitation with the local Comprehensive Plan and/or land development regulations.

7. For all CDBG programs, confirm that the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders.

8. For all CDBG programs, Applicants' willingness to maintain reasonable standard of care (code compliance) and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.

9. For regular category CDBG and DRI owner-occupied units, to be eligible, Applicant must be able to show clear title to the property.

10. For all CDBG programs, is the structure more than fifty (50) years old? The Applicant shall indicate on the Application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property Appraiser, tax records, or other government agencies' records will be researched to verify the age of the structure.

11. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate under any CDBG or DRI program and the HUD and FDEO requirements. The County makes the final determination of acceptance of an Applicant and of award of any units, subject to the guidelines of this HAP as set forth by the County Commission.

12. For regular category CDBG and DRI, for owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the clear title in the personal name of the Applicant(s) used as the primary residence of the Applicant(s). This does not include any non-residential unit or shared space with nonresidential uses or income generating property.

13. For all CDBG and DRI programs, this program will not assist in the rehabilitation or replacement of rental housing structures.

B. Eligible Property Types

Eligible property types will vary based on the specific goals and regulations of a specific program and its funding origination. The most common eligible property types include but are not limited to:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Homes (replacement only)

All properties must be within the approved program jurisdiction boundaries and the following property eligibility criteria are applicable:

1. Type of construction, (i.e., block, mobile/manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing may be included in the program but will be restricted to the specific requirements set forth in the local program guidelines unless otherwise prohibited by federal or state regulations or infeasible due to Applicant or site conditions.
2. Any home eligible for assistance where the cost of rehab will be in excess of fifty percent (50%) of the appraised value of the home as listed with the local Property Appraiser's office will automatically be considered a replacement home.
3. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
4. Consistency of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
5. Whether or not the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, code violations, taxes, etc.) and mortgage/lien holders.
6. Applicant's willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
7. Whether or not the Applicant has clear title to the property. The Applicant shall have fifteen (15) calendar days from the date of the County's review, which will include the results of a title search. If fifteen (15) days pass without proper documentation or compliance, the application will become an alternate (falling to the bottom of the list on the sixteenth [16th] day) and shall not be considered until 1) all other applications are exhausted with funds remaining and 2) the Applicant has a completed file with full compliance with this requirement and all others.
8. Whether or not the structure is more than fifty (50) years old. The Applicant shall indicate on the application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation or demolition/replacement prior to the start of work.
9. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate and eligible under specific program

rules and in compliance with the funding agency requirements. The PA makes the final determination of acceptance of an Applicant and of the award of any units, subject to the guidelines of the local policies.

10. Where applicable the HRS must complete the proper environmental review process, including but not limited to a site-specific Tier 2 form, and receive written approval or release of funds from the funding agency prior to the start of rehabilitation.
11. Partner-assisted programs (with "partners" being affordable housing developers, community-based organizations, housing authorities, non-profits, and similar affordable housing providers) may be implemented as outlined in local policy guidelines. Partners shall be selected using the Request for Qualifications (RFQ) or Request for Proposals (RFP) competitive selection process. Deed restrictions and Deferred Payment Loans (DPLs) apply. All unit and Applicant qualifications and monitoring by the HRS and PA apply. Partners must agree to comply with all program specific requirements and submit to monitoring and directions of the HRS before any funds are released or payments made.
12. For owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the title in the personal name of the Applicant(s) used as a primary residence of the Applicant(s). This does not include any non-residential unit or shared space with non-residential uses or income generating property.

C. *Scope of Rehabilitation Assistance*

CDBG financing of housing rehabilitation is available for the following purposes:

1. Addressing local housing code required repairs under current Florida Building Codes requirements for Existing Buildings and local Maintenance Codes and/or Section 8 HQS violations, whichever is most stringent for each code-related repair needs. This will include Florida Energy Efficiency Code for new construction where it applies and Accessibility Requirements (24CFR Part 8, 24 CFR 100.201, 24 CFR 100.205) where they may apply.

2. Providing for cost effective 'Green Standards and Additional "Green Standards" as described in Section *J: Rehabilitation and Replace Procedures*. The most current Florida Green Building Coalition checklist of green features including those required by FDEO and that are appropriate for the type dwelling shall be used as a list of options for including affordable green features.

3. Providing reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible. The HRS shall determine the feasibility and eligibility of any such repairs; and

4. Correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards. The HRS shall determine the feasibility and eligibility of any such repairs.

Except for DRI new construction or redevelopment activities, new construction such as adding a room or closing in a carport is eligible for rehabilitation financing only to eliminate overcrowding or to provide bathroom or laundry hook ups. In all CDBG categories general property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or to eliminate blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor coverings, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

In the CDBG and DRI categories for owner occupied rehabilitation, some general property improvements that are not required by code, and/or Section 8, HQS, or the work required by the code and/or Section 8 HQS (creating a need for restoration) or other eligible reasons listed above and recommended by the HRS may be provided at the owner's expense. The cost for any such improvements shall be borne by the owner who must deposit the funds with the local government prior to construction otherwise the additional items will not be included in the construction. These items must be included in the Contract for Rehabilitation that is developed and administered by the Program. However, ineligible new construction must be contracted separately. Furthermore, any construction not covered in the construction contract will be inspected by the local building inspector and will not be inspected by the HRS or PA.

D. Contractor/Vendor Listing

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum outreach to allow for utilization of qualified local Section 3 and minority contractors.

Programs in which the funding originated from a federal source (CDBG, DRI) prohibit local preference in accordance with 24 CFR 85.36, but require maximum compliance with Section 3, W/MBE, and EEO practices as set forth in HUD and CFR regulations. Every effort shall be made to notify Contractors residing or maintaining offices in the local area through public notices, as part of complying with Federal Section 3 and Minority-Owned Business Enterprise (MBE) requirements. This special effort will be based upon the list of Contractors licensed in the jurisdiction including residential, building, and general contractors. Letters sent to Contractors, and/or solicitation advertisements, will be placed in the appropriate program file to document compliance. In addition to active efforts to comply with Federal Section 3 and MBE requirements, the County will follow all program requirements in its advertising and will promote fair and open competition, with no restrictions to promote advantages for local firms or businesses.

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the County's compliance with Section 3 requirements. This special effort will be based upon the list of contractors licensed in

the jurisdiction including residential, building, and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate County program file.
The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of the County will be used to determine eligibility of the contractors.

E. Contractor/Vendor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be approved as eligible by the HRS, the PA and by the Florida Department of Economic Opportunity (FDEO).

Standard Contractor/Vendor qualifications include but are not limited to:

1. Current license(s) with the appropriate jurisdiction.
2. A satisfactory record regarding complaints filed against the contractor at the State, Federal or local level.
3. Insurance:
   a. Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage
   b. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law.
   c. A certificate evidencing Auto Insurance, including bodily injury, in an amount not less than $1,000,000 per accident and in the aggregate.
   d. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence.
   e. Copies of certificates shall be provided to the PA. The Contractor shall provide the PA with a certificate of insurance from the insurer guaranteeing thirty (30) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

   a. References from two (2) suppliers who have done business with the contractor involving credit purchases.
   b. References from three (3) subcontractors who have subcontracted with the contractor.

c. The ability to finance rehabilitation contract work so all bills are paid before requesting final payment.

5. Satisfactory references from at least three (3) parties for whom the contractor has performed construction work.
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or FDEO.
7. Acceptance of all program requirements, including but not limited to Section 3 goals and reporting. MBE goals and reporting and where applicable prevailing wage requirements.

The HRS will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The HRS will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding, and payment will also be explained to the contractor.

F. Contractor Disqualification

Contractors may be prohibited or removed from program participation for, but not limited to:

1. Poor workmanship or use of inferior materials.
2. Evidence of bidding irregularities such as "low-balling" (submitting an unreasonably low bid in the hopes of increasing the bid amount through change orders once construction has commenced), bid rigging, collusion, kickbacks, and any other unethical practice.
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs.
4. Failure to pay creditors, suppliers, laborers, or subcontractors promptly and completely.
5. Disregarding contractual obligations or program procedures.
6. Loss of license(s), insurance, or bonding.
7. Lack of reasonable cooperation with homeowners, HRS, PA, rehabilitation staff or the others involved in the work.
8. Abandonment of a job.
9. Failure to complete work in a timely manner.
10. Inability or failure to direct the work in a competent and independent manner.
11. Failure to honor warranties.
12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or FDEO.
13. Other just cause that would expose the Program or homeowner to unacceptable risk.
14. Failure to respond to a minimum of three (3) consecutive requests for bids.
15. At the contractor's request.

G. *Eligibility Inspection*

Each Applicant who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection of the Applicant's unit is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the HRS will reject the unit/Applicant. In the case of owner-occupied rehabilitation and upon PA review and approval, a written rejection notification will be sent to the Applicant via certified mail within ten (10) days stating the reason for rejection.

If both the Applicant and the house structure appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the HRS and approved by the Applicant and the PA. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the Applicant covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a home that cannot be financed. When the unit and Applicant receive preliminary approval, bids are solicited for the job. Once the HRS has found the Applicant and the dwelling unit to be program eligible, a full property inspection and review will be conducted. The inspection process shall at a minimum consist of the following:

1. The completion of the HUD HQS Inspection Form (optional at the HRS discretion).
2. The completion of the pre-Scope of Work (SOW) and inspection report further detailing all code/HQS deficiencies and listing the areas in which rehabilitation is required.
3. The completion of the final SOW and cost estimate

H. *Bidding*

Bidding of potential CDBG and DRI units is conducted by the HRS in conjunction with the County Procurement/Purchasing Department. Applicants review the pre-approved list of eligible contractors before their cases are sent out for bids. Applicants have the right to remove any contractor(s) from the list of prospective bidders for their unit, as long as the removal request is based on non-discriminatory, non-bias, or other non-subjective reasoning and at least three (3) eligible contractors are allowed to bid. The Applicant must be willing to justify the removal of contractor(s) from the bidding list. Applicants may also request additional contractors as bidders. If these Applicant-requested contractors submit the Contractor Application and are approved by the PA and are otherwise eligible, they may be added to the bidders list and bid on the housing rehabilitation work. The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms. Under CDBG and DRI, the HRS shall qualify and recommend all contractors and other necessary vendors (lead-based paint, asbestos, title search, mold, appraisal, land survey, environmental, etc.) for work

the HRS recommends or the program requires on eligible units. In these cases, the County policies shall govern the qualifying and award process, including this HAP.

No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent via email, fax, or U.S. Mail to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors form the requirement that they must be pre-qualified.

1. Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of the work order and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.

2. Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference held at the approved unit to be rehabilitated or inspect the house under the Applicant's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).

3. Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding procedures will adhere to County purchasing policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

   A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The PA reserves the right to reject any and all bids and to award in the best interest of the Applicant and the County. The Applicant must approve the bid award prior to signing contracts.

No contractor will be allowed to have more than two (2) jobs per bid round, with a maximum award of three (3) jobs under construction at one time without consent of the PA unless:

a. The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
b. The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the County Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

4. Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/County and Applicant homeowner/contractor Agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction. These agreements at a minimum should consist of the following:

1. Voluntary Participation and Final SOW Approval.
2. Final Income Certification and Affidavit.
3. Truth in Lending Statement.
4. Program Mortgage/DPL and Note.
5. Rehabilitation Agreement/Rehabilitation Contract.
6. Notice to Proceed.
7. Notice of Commencement.
8. Color/Style Selection Sheet.
9. Temporary Relocation Statement (where applicable).
10. Three (3) Day Recession Notification.

I. Deferred Payment Loans (DPLS)

The CDBG/DRI Programs provide financing for eligible activities to income qualified Applicant homeowners in the form of zero-interest Deferred Payment Loans (DPLs) (mortgage), the amount of which shall include the accepted bid amount for rehabilitation plus a contingency reserve. In the case of DRI, this can also include acquisition or purchase assistance.

1. Deferred Payment Loans (DPL)

a. Deferred Payment Loans (DPLs) are zero-interest loans with deferred payments that become grants when and if all criteria are met by the Applicant. The DPL is provided to a) homeowners who are unable or unlikely to obtain

conventional financing due to their income limits, or b) to assist disaster affected homebuyers in purchasing a home under DRI.

b. DPL financing is also used in the CDBG and DRI categories to provide assistance with housing rehabilitation and/or replacement of owner occupied, eligible units. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within the date specified in the terms of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the specified lien period the principal is "forgiven' or subtracted from the principal balance in equal annual amounts for CDBG and DRI rehabilitation loans, so that at the end of the specified term of owner occupancy (by at least one of the Applicants if owned jointly), the loan is fully amortized. There is no interest charged during this specified term agreement.
c. In the event that the sole owner dies or both/all owners die within the specified loan period, repayment of the loan will not be required, and the DPL is forgiven (i.e. it becomes fully amortized upon the death of the final owner).
d. The assistance provided to each Applicant, at the time of closing, will be in the form of either a primary or secondary mortgage. The mortgage will be recorded in the Public Records of the County. The County will monitor possible triggers of the DPL repayment with annual title verification with online County services through the Clerk of Court and Appraisers offices and through visits to the assisted units.
e. The primary affordability mechanism is a Deferred Payment Loan (DPL) at zero interest and is forgiven in accordance with the following schedule:

Assistance Amt.	Lien/Affordability Period	CDBG/DRI Forgiven Annually
Under $15,000.00	5 years	100% forgiven only when mature
$15,001-$40,000.00	10 years	forgiven20% annually after 1st 5 years
Over $40,001.00	15 years	forgiven 10% annually after 1st 5 years
Demo/Replacement	20 years	forgiven 20% annually after 1st 15 years

NOTE: With regard to Demo/Replacement (new construction housing), under the CDBG and DRI Category DPL's must maintain long-term Affordability for the lien periods as described above. In these instances, the CDBG and DRI funded DPL's are not forgiven annually for the first fifteen (15) years. After the first full fifteen (15) years the CDBG and DRI funded DPL's are forgiven twenty (20%) annually for the next five (5) years until amortized.

f. If repayment of a DPL becomes due, the (prorated for CDBG and DRI) principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the County Commission may, at their discretion, and with FDEO approval, allow repayment of the DPL over a term not-to-exceed fifteen (15) years, at a yield of not more than one percent (1%) interest per annum, and/or allow transfer or sale of the unit to another income qualified household for the remainder of the lien period.
g. Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for one hundred percent (100%) of the cost of rehabilitation.
h. The maximum DPL for the regular CDBG and CDBG/DRI categories for an owner-occupied single-family dwelling for repairs or replacement is eighty thousand dollars ($80,000).
i. If rehabilitation costs require more than maximum allowed DPL in the aforementioned categories and the owner is unable to finance the additional cost, the dwelling unit may be disqualified by the HRS unless matched, leveraged, or other alternative funding is available. If the HRS considers it appropriate and in the best interest of the program, CDBG funds may be used in lieu of alternative funding only upon 1) availability of CDBG construction funds and 2) the approval of the County Commission of a waiver of the maximum DPL.
j. As a general policy, a contingency amount of approximately five percent (5%) shall be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment in writing to pay for all required changes exceeding the authorized loan limit, or if the PA determines that the situation does not require a contingency fund.

J. Rehabilitation and Replace Procedures

All rehabilitation and replacement construction work shall include and address Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and relevant local codes (whichever is most stringent for each code-related item).

When replacing older obsolete products and appliances the following "green" standards will be implemented for all homes rehabilitated, including new home construction to include:

Green Standards

1. Refrigerators that are replaced or installed shall be Energy Star rated;
2. Gas water heaters that are replaced or installed shall be Energy Star rated;
3. All exterior doors and windows that are replaced or installed shall be Energy Star rated;
4. All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated.

Additional standards for all homes

1. Weatherization of all homes rehabilitated
2. At a minimum, weatherization shall include attic insulation, and if appropriate, floor insulation, as well as sealing all exterior walls.
3. HVAC units that are replaced or installed shall be Energy Star rated and have a SEER rating of at least 14.
4. Where feasible and cost effective as determined by the PA/HRS, all rehabilitation and new construction work, major or otherwise, shall include the installation of water-efficient toilets, showers, and faucets.

K. Structural Requirements

For all CDBG programs, in addition to household eligibility requirements for rehabilitation, the dwelling must:

1. Meet (or through feasible repairs meet) Section 8 Minimum HQS and,
2. Be feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
   a. Correct all violations of the local housing code, the current Florida Building Code and Section 8 Housing Quality Standards;
   b. Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead-based paint. If lead-based paint is found, interim control procedures will be used for all houses rehabilitated at or below twenty-five thousand dollars ($25,000). Houses rehabilitated at a cost above twenty-five thousand ($25,000) will be rehabilitated using abatement procedures. Any occupants will be notified in writing of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures;(also see Lead Base Paint procedures)
   c. Meet applicable local zoning requirements, as well as local, State and Federal housing code requirements for rehabilitation work;
   d. Leave at least twenty percent (20%) of the original structure based upon the formula provided in this section;
   e. Not exceed the program costs noted in this HAP;
   f. Be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such;
   g. New construction or substantial improvement of any residential building (or manufactured home) located within the one hundred (100) year flood plain shall have the lowest floor, including any basement, elevated no lower than one (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided;
   h. The HRS will determine if any special surveys or studies are needed and may require any surveys or environmental assessments (with funds available) to determine feasibility of a unit. The County designee and PA shall approve such special studies or surveys before being ordered. If the recommended studies or surveys are cost infeasible, the unit may be denied at the County's discretion,

or the Applicant may pay the cost of such studies or surveys the HRS recommends;

i. Provide interim controls or abatement for asbestos hazards as required by HUD, the State and EPA that will be assisted by the program.

3. For regular category CDBG and DRI. Be suitable for redevelopment or replacement housing units in cases where rehabilitation is not feasible and sufficient funds (CDBG and DRI) are available for the completion of a new or replacement housing unit that meets all of the above and all other criteria in this HAP. Redevelopment and replacement units must meet all of these requirements to be eligible.

L. Structural Integrity

For all CDBG programs, rehabilitation requires that at least twenty percent (20%) (CDBG and DRI) of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total one hundred percent (100%) of the structural value of the house. These components and ratios are: roof – twenty percent (20%), exterior walls – sixty percent (60%), and flooring system – twenty percent (20%).

As an illustration, assume fifty percent (50%) of the roof must be replaced, fifty percent (50%) of the walls must be replaced and twenty-five percent (25 %) of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that fifty percent (50%) replacement of the roof is equal to replacing ten percent (10%) of the structure, fifty percent (50%) replacement of the exterior walls equals thirty percent (30%) replacement of the structure, and twenty-five (25 %) replacement of the flooring system equals five percent (5 %) replacement of the structure. Thus, replacement equals ten percent (10%), plus thirty percent (30%), plus five percent (5%), or a total of forty-five (45%) of the structure. This leaves fifty-five percent (55%) of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the HRS. Should significant deterioration occur between application approval and the time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the HRS whether to replace it with an alternate unit in accordance with current FDEO contract requirements.

M. Cost Feasibility

Pertaining to the CDBG and DRI categories, as an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. *These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging with other funding sources.* The limits may be exceeded for rehabilitation/replacement costs when alternative funds are available for leveraging but must be specifically approved by the County Commission or PA as exceeding the described limits.

1. $80,000 per single family detached house (CDBG and DRI)
2. $50,000 per unit of a duplex, Townhome, or Condominium unit (DRI)
3. $20,000 per mobile home unit built after Jan. 1, 1997(CDBG and DRI)

In addition, for the CDBG and DRI categories, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed eighty dollars ($80) per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

N. Clearance

Requirements are identified by the HRS and are included in the replacement unit bid package. In this way, the same Contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

O. Rehabilitation / Demolition Differences

A major difference between assistance provided to demolish / replace an entire unit and rehabilitation work is that, with a demo / replace unit, the DPL issued is not for the full value of the replacement unit (owner occupied). (With rehabilitation, the DPL is issued for the full value of the rehab work performed.) The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the Applicant homeowner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the homeowner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the homeowner as soon as possible, upon satisfaction of the DPL.

1. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The Contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site-built homes along the same lines as for rehabilitation work.

2. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the CDBG/DRI limitation for cash on hand is not violated.

3. Rehabilitation cost feasibility limits are based on number of bedrooms to be provided for site-built homes. These limits may not be exceeded without approval from the County Commission are:

   a. four or more bedrooms - $80,000 CDBG/DRI
   b. three bedrooms - $70,000 CDBG/DRI
   c. two bedrooms - $60,000

In the case of replacement of existing SF/ mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above, unless approved by the County Commission or its PA.

Necessary CDBG approved site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

P. Temporary Relocation

The CDBG Housing program provides an allowance for temporary relocation assistance to qualified persons who need to relocate while the work is being completed on their primary residence. The County will either;

1. Assist eligible Applicants with up to one thousand dollars ($1,000.00) of Assistance ($500 at move out and $500 upon return):
2. Award of temporary relocation assistance is based upon the availability of funds.

Q. Contracting and Commencement of Construction

The HRS recommends the contract amount and contractor to the PA before the DPL and contract are signed. The DPL amount, contract amount, contractor, unit, and owner eligibility are all approved by the PA.

The rehabilitation contract is then executed between the Applicant homeowner(s) and the Contractor. The contract should contain all federal provisions, including but not limited to EEO, Section 3, W/MBE, Drug Free Workplace, and insurance statements. The DPL is executed by the PA on behalf of the County simultaneously with the construction contract, with the three (3) day rescission period running simultaneously for both legal agreements.

For all units, the DPL and the Notice of Commencement are recorded immediately, no more than three (3) business days of execution. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. For the CDBG and DRI categories, when temporary

relocation of the occupants is required, the Notice-to-Proceed will be delayed until the unit is vacated. The contract time of performance (generally 30 - 45 days for rehabilitation and 90 - 180 days for replacement or redevelopment) begins with issuance of the Notice to Proceed. The HRS shall recommend the appropriate contract period based on the type, size and complexity of the work.

R. Construction Progress Inspections

Periodic inspections of the rehabilitation construction are performed by the County and the HRS throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the HRS prior to the contractor receiving partial or final payment. The Applicant homeowner's acceptance of the work is also required before payment is received. No final payments will be issued until the County Building Department issues a Certificate of Completion or Certificate of Occupancy and all lien wavers are collected and cleared.

S. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written Change Order before the additional work is started. The Change Order may be executed by the Applicant homeowner and contractor and is approved by the HRS and the PA. All change orders must be approved by the PA and the HRS. Change orders may also be issued to correct code deficiencies, or to obtain any other desired change in the work. CDBG funds can only be for Change Orders that correct code violations as documented by the local building department, a bonafide code violation report, time, or to meet Section 8 HQS found after rehabilitation begins.

For CDBG and DRI categories, additional non-code-related changes will be at the Applicant homeowner's expense.

T. Payment

Contractor payments are to be consistent with local policy, unless otherwise approved by the County and the funding agency as allowable by all applicable regulations. Specific payment policy depends on the program, and the type and amount of assistance being provided, and the contract awarded.

NO payments shall not be processed without proper signatures from the owner, the contractor, the HRS, and the PA. Also, no payments shall be processed without completed primary and subcontractor lien waivers as applicable to the contract award or as required by the local policy.

Contractor Payment request and submissions should at a minimum follow these general guidelines:

1. Contracts of twenty-five thousand dollars ($25,000) or less will not be paid until the Contractor has completed the job.
2. Contracts in excess of twenty-five thousand dollars ($25,000) allow a partial payment upon satisfactory completion of sixty percent (60%) (and 100%, see below) of the rehabilitation work (less punch list items), with a retainage of twenty percent (20%) of the completed contract amount.
3. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the HRS or PA.

Construction Completion	Percentage of Funds Paid
Less than 50%	0 %
50 % and all permits pulled	50%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are completed.

Approval of a partial payment requires:

1. A determination by the HRS and the PA that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the Contractor.
2. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor.
3. Approval of the work by the Applicant homeowner and/or PA.
4. An affidavit from the Contractor stating that either:
   a. There are no claims for unpaid goods and/or services connected with the job,
   a. All laborers, suppliers and subcontractors have received just compensation for their goods,
   b. Services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
   c. A list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. Acceptance of all work by the Applicant homeowner, the HRS and the PA.
2. Submission of all manufacturers' and other warranties (e.g., appliances, roofing, extermination, contractor's warranty covering the entire job for a minimum one (1) year, etc.).
3. Waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice.
4. A certificate of occupancy or final approval from the Building Department to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements.

5. Completion of all punch list items and
6. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the Applicant homeowner refuses to authorize payment due to a dispute with the Contractor, the PA may recommend disbursement without the Applicant homeowner's approval if the claim is shown to be without merit or inconsistent with the policies and the goals of the program. Such disbursement shall be issued only after the PA and the HRS have reviewed the facts and circumstances involved in the dispute and have determined that the Applicant homeowner's refusal to issue payment is without just cause. If a person or party feels that his/her complaint has not been sufficiently addressed by the HRS or PA, an appeal may be made to the Citizen's Advisory Task Force (CATF) in accordance with the County's CDBG Citizen Participation Plan. If a response satisfactory to the aggrieved is not issued by the Committee, an appeal may be made to the County Commission. The County Commission has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the County Commission should be filed with FDEO, as set forth in the County's CDBG Citizen Participation Plan. Sufficient documentation to this effect shall be placed in the Applicant's file.

U. Disputes and Contract Termination

Regarding disputes, and as authorized and outlined in the construction contract, the Applicant homeowner and/or the County have/has the right to stop work and terminate the contract in accordance with approved program policy.

The Applicant homeowners shall make themselves available to the Contractor to resolve all and any issues that might facilitate completion. The Homeowner is also requested to notify the HRS and the PA of any complaints to the Contractor so assistance in follow-up can be provided. If the Contractor does not respond to any oral or written complaints within a reasonable time frame and in a satisfactory manner, the HRS will verify the complaint and report it to the PA. If the PA judges the complaint to be valid, he/she will send a written request for service to the Contractor and a copy to the Homeowner. The Contractor will then take action as monitored by the HRS and the PA. Upon receiving notice that the complaint has been satisfied, the HRS will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a Contractor from participation with the program including but not limited to:

1. Inability or failure to direct the work in a competent and independent manner.
2. Failure to honor warranties.
3. Ineligibility to enter federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD, E-Verify or FDEO.
4. Other just cause that would expose the local government, the Program or Homeowner to unacceptable risk.
5. At the Contractor's or Homeowner's request with cause.

V. Project Closeout

The project award work plan and timeline should be monitored on an ongoing basis by the HRS and PA to ensure that the program is on schedule and is in compliance with the executed funding agreement between the local government and the funding agency. All project closeout reports and documents must be completed and submitted to the correct funding agency on time and as required.

W. Program Compliance and Monitoring

When preparing for a compliance monitoring visit, the HRS and Program Administrators and staff should review all Applicant and Program files for completeness of documentation. Special attention should be given to ensure that the income eligibility documentation is mathematically accurate and legible. All files should be orderly and systemically organized. All financial information relevant to each transaction should be easily found, and the files should have copies of invoices and proof of payment. The file should be accessible, and a comfortable space should be provided for a thorough review. Copies of all advertisement and contracts should also be available.

The following data will be provided by each housing unit as part of the administration documentation for each activity providing direct benefit (for example, housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and maintained in the program files:

1. Name of approved Applicant and address of each housing unit rehabilitated with CDBG funds and the date the construction was completed on the housing unit, and the amount of CDBG funds expended on that housing unit.
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and VLI or LMI status of the household.
3. The number of occupants in the household, categorized by gender.
4. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew, or American Indian/Alaskan native).

III. CDBG DRI CATEGORY HOUSING REHABILIATION PROGRAM

The goal for the County CDBG Disaster Recovery Initiative (DRI) Housing Program is to provide down payment assistance, rehabilitate or replace existing owner-occupied housing units located in the County that sustained damage as a result of federally declared natural disaster(s).

A. Housing Rehab or Demo/Replace Activity – Objective

To provide a Deferred Payment Loan (DPL) to VLI and LMI income residents whose homes were damaged by a Federally Declared Disaster. The purpose of the program is to bring the residences that sustained damage during a federally declared disaster up to Section 8 Minimum Property Standards, Florida Residential Building Codes, and

the local codes currently in effect in the County, whichever is most stringent for each housing unit need.

B. Housing Rehab or Demo/Replace Activity – Financing

The type of assistance which will be available to eligible residents is known as a Deferred Payment Loan. A brief description of this program is presented below. The DPL is a zero percent (0%) interest loan provided by the County. The funding for the loan will come from the County's CDBG DRI Program. The DPL will be secured by a recorded mortgage on the Applicant's property. A DPL will be available for all approved Applicants contingent upon available funding. VLI and LMI Applicants will qualify for a DPL wherein the DPL Amount will be forgiven in annual increments as described in the CDBG Program Operational Procedures section of this document.

C. Housing Rehab or Demo/Replace Activity – Eligibility

1. Only those mobile home properties that are conventionally built structures and mobile homes built after January 1997, which are owner-occupied and located within the County, will be considered for participation in the rehabilitation program. No mobile homes built prior to December 31, 1996 will be considered for rehabilitation.
2. Applicants' incomes must fall within the HUD Section 8 Income Limit guidelines as published by HUD and/or the State of Florida for the region.
3. Priority will be given to Applicants who sustained damage from a federally declared disaster in the following order:
   a. Participants who responded to the County's advertised request for Applicants whose residences were impacted by the disaster events and who have been qualified and ranked by the County for inclusion in the Disaster Recovery programs, provided the County solicitation for affected Applicants took place after the declared events covered in a federal declaration.
   b. If the current list of Applicants does not obligate all the available funding, then a new solicitation for impacted residents will be published.
   c. All other Applicant eligibility requirements are described in the CDBG Operational Procedures section of this document.
   d. Priority will be given to Applicants who sustained damage in a Federally Declared Disaster.
   e. No geographic distribution of funding shall be considered, except where specified in the State Sub-recipient Agreement.

4. To select Applicants in both the Rehabilitation and Permanent Relocation Activities, the following steps will be taken:

   a. The County will utilize the list of potential Applicants developed from previous solicitations (SHIP, HHRP, FEMA) when available for the Federally Declared Disaster.
   b. If sufficient clients are not obtained from the previous solicitations, a display ad will be placed in one or more local newspapers of general circulation advising local citizens of the availability of grant funds and establishing a convenient time

and place for interested citizens to obtain information and pick up application forms. Applications will be accepted by the County for a minimum thirty (30) calendar days after the notice is placed.

c. Local organizations which normally work with clientele that may qualify for the program shall be contacted.
d. Prior Applicants who have applied for but did not receive County CDBG/DRI assistance will be contacted and advised of the funding assistance and requested to submit an Application.

Once a list of potential Applicants is obtained, the HRS shall perform initial inspections on the dwellings to determine which of the following categories they fall into:

D. For conventionally ("site") built structures and modular homes:

1. Rehabilitation for these structures is not to exceed eighty thousand dollars ($80,000.00).
2. If the cost of correcting all existing code violations is estimated to exceed eighty thousand dollars ($80,000.00) or, the unit is deemed structurally unsound and not feasible for rehabilitation, the dwelling will be considered for Demolition Replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

E. For mobile homes built after 1996:

1. Rehabilitation for these structures is not to exceed twenty thousand dollars ($20,000.00).
2. Replacement housing – if the cost of correcting all existing code violations exceeds twenty thousand dollars ($20,000.00), or if the mobile home is deemed structurally unsound and not feasible for rehabilitation the dwelling will be considered for demolition replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

F. Temporary Relocation:

The CDBG/DRI Housing program provides an allowance for temporary relocation assistance to qualified Applicants who need to relocate while the work is being completed on their primary residence. The County will: 1) assist eligible Applicants with up to $1,000.00 of assistance,

G. Applicant Requirements:

1. Applicants must be income eligible in accordance with HUD LMI income requirements.
2. Applicants must be able to produce clear title in order to receive assistance from the CDBG/DRI program. The County is not providing funds for the entire rehabilitation cost of the home. Other funds or match funds could be utilized.
3. The Applicant must complete a Purchase Assistance Application.

4. Applicants must sign the County's Mortgage and Promissory note. The County's mortgage (typically a second mortgage) is forgiven after 5, 10, 15, or 20 years – depending on the amount of assistance received.
5. Total household income cannot exceed eighty percent (80%) of the Area Median Income (AMI). Please see HUD income guidelines.
6. Applicants must be able to verify and document all income and assets of household members above eighteen (18) years of age residing in the housing unit.
7. Applicants are processed and served on a 'first come, first qualified, first served' basis.

H. Program Benefits:

1. CDBG funds can be used to pay up to $80,000.00 of the Applicants' required rehabilitation to address code violation corrections.
2. Increase housing stock; remove slum and blight conditions, correct code violations.
3. Address health and safety conditions and concerns.
4. Increase County tax base.
5. Increase homeownership.
6. Assistance with the rehabilitation process.

I. Eligible Properties:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Home built after Jan. 1, 1997.
4. Limitations on maximum CDBG rehab costs - $80,000.00.
5. All properties must have an inspection.
6. All properties must have clear title pursuant to HUD definitions.
7. Properties must be appropriately zoned.
8. Not located in flood zones.
9. Life estates are permitted under this program.
10. Property must be owned and not rented or leased.
11. All properties must be located in the unincorporated limits of the County.

J. CDBG, DRI rehab and demo/replacement activity – financing

The type of financing assistance which will be available to eligible Applicant homeowners is known as a Deferred Payment Loan (DPL). A description of this program is outlined in the CDBG Operational Procedures Section, as well as other places throughout this document. We have provided summary information as follows:

1. Terms of Assistance:

A zero percent (0%) interest, Deferred Payment Loan secured by a mortgage and note. The loan is forgivable in its entirety at the end of the term. Maximum DPL is $80,000. Additional information is defined under Cost Feasibility and Deferred Payment Loans.

There will be a yearly write-down of the loan after the end of each applicable full year. The write-down will be directly correlated to the amount of the mortgage. The mortgage and note shall provide for pro-rated repayment, which shall be due if the

home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the Applicant homeowner during the affordability period.

2. Down Payment Assistance Activity – Objective

To provide a Deferred Payment Loan (DPL) to be utilized as down payment assistance for VLI and LMI (up to 80% AMI) Applicants who have been approved to purchase dwelling unit under the County CDBG/DRI program. The purpose of the program is to provide gap financing to enable very low- and low-income households to purchase affordable standard residential. Priority will be given to a household that lost primary housing residence due to a federally declared disaster or has been unable to obtain decent, safe, standard affordable housing in the area as a result of federally declared disaster.

3. Down Payment Assistance Activity – Eligibility

   a. Applicants' income must fall within the HUD Section 8 income limit guidelines as published by HUD and/or the State of Florida for the region.
   b. No member of the governing body, member of the CATF, employee of the County, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program participation unless they are granted a waiver by the Florida Department of Economic Opportunity (FDEO). The prohibition shall continue for one (1) year after an individual's relationship with the County is terminated.
   c. Priority will be given to Applicants who were forced from their homes because of a federally declared disaster event(s) or are being forced to vacate their existing units due to FEMA temporary living unit evacuation requirements.

K. Down Payment Assistance Activity - Construction Process

Once an Applicant has been deemed eligible for the down payment assistance activity, he/she shall close on the loan and proceed with the following steps:

1. The Contractor will apply for and obtain all building permit(s) in the Applicant's name for construction of the residence. Once the building permit is obtained the County will provide the HRS with a copy of the building permit and all subcontractors' permits for the project, a full set of Plans and Specifications for the unit the Applicant is receiving and a recorded "Notice of Commencement" for the dwelling.

2. A Pre-Construction conference will be held between the Applicants, the County and the HRS to review the project in detail.

3. Prior to closing, the County will provide evidence of executed loan agreements with all other agencies that are providing financing for the construction of the dwelling unit.

4. The following documents will be executed simultaneously: An Agreement between the County and the Applicant which allows the County to provide down payment assistance to the Applicant in the form of a zero interest DPL. The DPL will be used to buy down the cost of the primary mortgage and eligible down payment and closing cost. An Agreement executed between the Applicant and the County stating that the Applicant will live in and agree not to sell the relocation property for the duration of the DPL, is required. The DPL process is described in more detail in the Housing Finance section of this document.

L. Down Payment Assistance Activity - Size of Units

Size of units shall be based upon the following criteria concerning the current permanent Applicant of the existing dwelling (per 24CFR:982.401)

1. No more than two (2) person of the same sex may occupy the same bedroom.
2. Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife and very young children).
3. Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped), and family members sixty-two (62) years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

M. Down Payment Assistance Activity - Down Payment Allowances

The approved Applicant of a CDBG/DRI Down Payment Assistance Activity will be eligible for the following Disaster Recovery Initiative Program housing payment assistance maximum amounts, subject to Application review by the HRS and PA, and subject to financial need on a case by case basis to meet down payment needs and keep the primary mortgage reasonable and within current HUD guidelines for maximum monthly rent/mortgage cost for the household income of the Applicant:

Family Size	Up to 80% AMI
1	$20,000.00
2	$25,000.00
3	$30,000.00
4	$35,000.00
5	$40,000.00
6	$40,000.00
7	$40,000.00
8	$40,000.00

The HRS and PA will review each Applicant's case and discuss with the primary lender and Applicant the limitations of the program. The HRS will determine the amount of assistance needed for down payment, closing and buy down of the primary note for each Applicant's household size and income range. The HRS will recommend the amount to the PA and County in the best interest of the program. If more funds are needed than allowed to make the Applicant feasible to receive purchase assistance, other housing purchase assistance funds must be obtained to meet HUD mortgage costs limits, or the Applicant will be rejected as infeasible due to income

limitations and the inability to keep the primary note within the HUD guidelines (usually no more than thirty percent (30%) of gross income for mortgage, insurance, taxes and other mortgage costs combined, but whatever is current at the time of Application review will be used as a guide).

This Housing Assistance Plan and its Operational Procedures is adopted this _____ **day of _____, 2020**

_____

Pam Feagle, BOCC Chairman

APPENDIX A — DEFINITIONS

ADA - Americans with Disabilities Act—Provides federal civil rights protection to individuals who are physically or mentally disabled. The ADA prohibits discrimination against the disabled in employment, public services, public accommodations, and telecommunications. Entities that are covered by the ADA must make reasonable accommodation which involves adapting programs, facilities, or workplaces to allow disabled individuals to participate in the program of services. (HUD's Access to Housing for Persons with Disabilities, (202) 708-3287).

Affordability Period - The time period for which rent restrictions or resale restrictions apply to housing that has been assisted by government funding.

Affordable Housing - Housing is considered to be affordable if monthly housing cost does not exceed a certain percentage of a family's monthly income. The acceptable percentage is thirty (30) percent of a family's adjusted gross monthly income.

Annual (Gross) Income - Total income (earned, unearned and asset income) anticipated to be received by all persons who currently reside or intend to reside in a program assisted-unit for the coming twelve (12) month period. When determining whether a household is income eligible, local governments, participating jurisdictions and project owners must use one of the following three (3) definitions of annual income: (1) annual income as defined at 24 CFR section 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's primary residence may be excluded from the calculation of net family assets); or (2) annual income as reported under the Census long-form for the most recent available decennial Census; or (3) adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

Assets - Cash or non-cash item that can be converted to cash. Under most federally and state funded housing programs, the income from an asset, either actual or imputed, is included in a family's total household income.

Blighted structure: a structure that has substantial deterioration in which conditions are leading to economic distress or endangerment of life, the sub-recipient jurisdiction agrees by ordinance that the structure is blighted, and one or more of the following factors are present:
1. Unsanitary or unsafe conditions.
2. Deterioration of site or other improvement; or
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

CATF: The Citizen's Advisory Task Force which the State's sub-recipient must create in order to provide public participation and comply with citizen participation requirements.

CDBG - Community Development Block Grant - The U.S. Department of Housing and Urban Development (HUD) administers two CDBG programs. Under the CDBG Entitlement Program, HUD provides funds directly to urban counties and metropolitan cities based on a population- based formula. The CDBG Small Cities Program, administered by FDEO, Bureau

of Community Development, awards grants on a competitive basis to non-entitlement counties, cities, and towns in Florida.

Closing - The final procedure in a real estate sale, in which property ownership is transferred in exchange for an agreed upon payment.

FDEO – Florida Department of Economic Opportunity –DEO fulfills three major roles in developing and implementing policy in the State of Florida which are: housing and community development, emergency management, and resource planning and management. DEO's activities are accomplished through the following: providing technical assistance; planning projects; administering grant programs; reviewing plans, programs and developments; intergovernmental coordination; and, fostering public/private partnerships.

Deed - A legal instrument that transfers property ownership from one party to another.

Deferred Payment Loan - Funds provided to a borrower under terms that calls for repayment to be delayed for a certain length of time, until certain circumstances change, or a certain threshold is met. In housing programs, deferred payment loans are often used as an affordability mechanism. In home ownership programs the loans often become due when the assisted family sells the home. Under rental programs the loans often become due if the affordability requirements are breached. In most housing programs these loans have an interest rate of zero percent; in some communities interest does accrue.

Demographic Data - Information about the characteristics of human populations, including size, income, age, wealth, race, ethnicity, gender, housing conditions, etc.

Eligible Household - An individual, family or group of individuals living together as a unit, determined to be of very low income (30%-50% of AMI), low-income (50%-not to exceed 80% of AMI) for participation in the Small Cities CDBG and DRI programs.

Fair Housing Act - The Fair Housing Act makes it illegal to deny housing, refuse to rent, sell, or negotiate, or offer different terms and considerations because of race, color, religion, sex, national origin, handicap, or familial status. If you suspect violation of the Fair Housing Act or want more information, you may contact the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 451 7th Street, SW, Washington, D.C. 20410-2000, 1-800-669-9777.

Household - Individual, family, or group of individuals living together in a unit.

HUD - U.S. Department of Housing and Urban Development - The department within the federal government that is mandated by Congress to create conditions for every family to have decent and affordable housing, to ensure equal housing opportunities for all, and to strengthen and enrich the nation's communities. Offices are located at the national and state levels. HUD Locator for general information: (202) 708-1422; Affordable housing information center: (800) 998-9999. The State Coordinators' Office (serves South Florida): Brickell Plaza Federal Building, 909 SE First Avenue, Room 500, Miami, Florida 33131-3028; phone: (305) 536-5678; fax: (305) 536:5765; website: http://www.hud.gov/local/fl/working/miamioffice.cfm. The Jacksonville office (serves North and Central Florida: 401 West Bay Street, Suite 1015, Jacksonville, Florida 32202; (904) 232-2627; fax: (904) 232-3759; web site: fl/working/jksoffice.cfm.

Lien - Recorded claim against a property whereby the property is security for a debt. Under certain circumstances, the holder of the lien is entitled to have the property sold to satisfy the debt. A lien is an encumbrance against the property.

Low-Income Person or Household - A person or household who's annual (gross) income does not exceed eighty percent (80%) of the Area Median Income, as determined by HUD, with adjustments for smaller and larger families.

Median Income - A determination made through statistical methods establishing a middle point for determining income limits. Median is the amount that divides the distribution into two equal groups: one group having income above the median and the other group having income below the median.

Mortgage - A temporary and conditional pledge of property to a creditor as security for the repayment of a debt. The borrower (mortgagor) retains possession and use of the property.

Reconstruction - Rebuilding of a structure, usually on the same foundation as the existing housing which will be demolished.

Rehabilitation - The alteration, improvement or modification of an existing structure.

Section 504 - Section of the Handicapped Accessibility/Architectural Barriers Act that Requires all public buildings to be designed, constructed, or renovated to provide access for physically handicapped persons.

Very Low-Low-Income Person or Household - A person or household who's annual (gross) income does not exceed fifty percent (50%) of the area median income, as determined by HUD, with adjustments for smaller and larger families.

APPENDIX A — RESOURCES

Income Verification Resources:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/requirements/verifying

Link to HUD and HOME Sample Income Verification and Contract documents:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/library/forms

HUD income limits; (Listed from 2000 to 2013)
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/

Section 3 and W/MBE Resources:

www.hud.gov/section3.-Contains:

Section 3 Statute—12 U.S.C. 1701u
Section 3 Regulation—24 CFR Part 135
Frequently Asked Questions
Section 3 Model Programs
Downloadable Forms

State of Florida W/MBE directory:
https://vendorstrator.dms.myflorida.com/directory

Davis Bacon Resources:

HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs

Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies

A Contractor's Guide to Prevailing Wage Requirements

Fair Housing Link:

www.hud.gov/fairhousing

(18)

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE TAYLOR COUNTY ADMINISTRATOR'S SIGNATURE FOR FEMA NON-CONGREGATE SHELTERING REQUEST.
Meeting Date:	SEPTEMBER 8, 2020

Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE FEMA NON-CONGREGATE SHELTERING REQUEST 30 DAY REASSESSMENT.

Recommendation: **APPROVE**

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

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: IN ACCORDANCE WITH SECTION 502 OF THE ROBERT T. STAFFORD DISASTER AND RELIEF EMERGENCY ASSISTANCE ACT, ELIGIBLE EMERGENCY PROTECTIVE MEASURES TAKEN TO RESPOND TO THE COVID-19 EMERGENCY AT THE DIRECTION OF GUIDANCE OF STATE, LOCAL, TRIBAL, AND TERRITORIAL HEALTH OFFICIALS MAY BE REIMBURSED UNDER CATEGORY B OF FEMA'S PUBLIC ASSISTANCE PROGRAM.

Options:
1. APPROVE
2. NOT APPROVE

Attachments:
1. TAYLOR COUNTY NON-CONGREGATE SHELTERING REASSESSMENT REQUEST LETTER

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

August 25, 2020

Ms. Gracia B. Szczech
Region IV Administrator
Federal Emergency Management Agency
3003 Chamblee-Tucker Road
Atlanta, Georgia 30341

RE: Reimbursement for Non-Congregate Sheltering
Disaster: DR-4486-FL, Florida Covid-19 Pandemic
Subrecipient: Taylor County
FIPS: 123-99123-00

Subsequent to President Trump's March 13, 2020, Nationwide Emergency Declaration for Coronavirus Disease 2019 (COVID-19)/President Trump's approval of Major Disaster DR-4486-FL and the recognition that the extension of non-congregate sheltering may be necessary to save lives and protect health and safety during this Public Health Emergency, Taylor County requests approval for reimbursement of costs associated with non-congregate sheltering for DR-4486-FL, Florida Covid-19 Pandemic.

Taylor County requests an extension of FEMA's approval letter of June 10, 2020 for non-congregate sheltering. Since FEMA's approval, we have housed zero of individuals in non-congregate sheltering at an estimate costs of $0, and are seeking additional time for reimbursement under Public Assistance category B – Emergency Protective Measures to continue taking measures to protect public health and safety. This request is being made to ensure public health and safety for both the individuals who are in non-congregate sheltering and to stop the spread of COVID-19.

Background:
When we were first approved for non-congregate sheltering, we had 47 people infected with COVID-19 and 0 number of fatalities as a result. The need for individuals who were in need at that time was 0. As of August 24, 2020, we have 1,158 number of people infected with COVID-19 and 5 fatalities as a result.

As provided in our original request we explored options such as college dorms, rental properties and hotels and found that our most effective and cost-effective option was hotels. We have reassessed and continue to utilize the current plan in place but for additional time.

The State of Florida Executive Order Number 20-83 is still in place as of March 24, 2020. We continue to work with our local Health Official to provide non-congregate sheltering to the individuals approved as a life saving measure and to stop the spread of COVID-19. Attached are the pertinent letters and Executive Orders.

As approved in FEMA's approval of June 10, 2020, we request continued approval of the following individuals:
Healthcare workers, first responders, and local populations for isolation due to COVID-19 status. This includes non-hospital, admitted, suspected, or recovered COVID-19 patients. The County would also like to include the general population as part of the approved target population.

Cost Analysis:

Pursuant to the Public Assistance Program and Policy Guide (PAPPG), Chapter 2: VI.B.10.b *Sheltering,* Taylor County finds that non-congregate sheltering with hotels is the best available option for meeting the urgent public health needs of Covid-19 and to protect health and safety in the community.

Conclusion:

Taylor County actively chose non-congregate sheltering to address the immediate public health and safety needs of individuals that were in need of isolation. Taylor County conducted assessments to review best alternative possibilities. But due to lack of housing, hoteling for the affected population is ultimately the best way forward to preserve the health and safety of the community.

We confirm our review of the Regional Administrator's Memo re: Non-Congregate Sheltering Delegation of Authority and accept all criteria. Specifically, Taylor County confirms that funding to support non-congregate sheltering has not been received by any other federal agency. Taylor County will follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in contracts. All applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and will be adhered to as a condition of assistance.

Thank you for your consideration of this request under Public Assistance Emergency Protective Measures.

If you have any questions, please contact Kristy Anderson at 850-838-3575 or Kristy.anderson@taylorsheriff.og.

Sincerely,

Pam Feagle
Chair
Taylor County Board of County Commissioners

Attachments:

1. State of Florida Office of the Governor Executive Order #20-83
2. State of Florida Department of Heath Public Health Advisory
3. State of Florida Department of Health Declaration of Public Health Emergency

August 25, 2020

Kristy Anderson
Emergency Management Director
County of Taylor
591 Highway 27 East
Perry, Florida 32348

Dear Mrs. Anderson:

As you are aware, the mission of the Florida Department of Health in Taylor County is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts. In this role, we look to and need our local governments to assist and support the Florida Department of Health to protect the public health.

Taylor County is seeking prior authorization from FEMA for non-congregate housing to effectively and safely provide isolation and quarantine for homeless individuals and families awaiting results of COVID-19 tests or having tested positive for COVID-19. In both situations, the noncongregate space is required to alleviate demand and congestion on hospital resources while ensuring isolation of potentially contagious homeless residents. These individuals/families require sheltering immediately upon discharge and are not able to return to a community shelter location without posing significant risk of COVID-19.

On March 1, 2020, the Florida Surgeon General declared a Public Health Emergency in the State of Florida for COVID-19. On March 9, 2020, the Governor declared a State of Emergency for COVID19. This disease continues to spread throughout the nation and state. As of the date of this letter, there are 768 cases identified in Taylor County. It is estimated that more than 85% of cases will not require hospitalization but will have to isolate at home or in other locations in order to reduce the spread of the disease. Contacts of these cases who are not ill will also have to be separated from those who are ill in the same household. Placing these individuals into congregate settings, such as an open shelter, would only increase the transmission of the disease. It is my opinion as the County Health Officer, securing non-congregate housing is paramount to support our efforts to contain COVID-19.

The County, the Florida Department of Health, and our community partners, have considered a range of possible alternatives, for sheltering; however, group or congregate sheltering options, whether private or public shelter, pose further community concerns and risk without appropriately equipped or available staffing. In a group setting, additional risks may occur without mitigation. Both staffing and personal protective equipment are in short supply within our community.

The use of non-congregate housing option allows for a managed workflow to protect both the individuals/families being isolated and the prevailing public health. Considerations include single

occupancy rooms with individual room air conditioning, and exterior room entry/exit, and a kitchenette or refrigerator and microwave range. Upon discharge, individuals and families will be transported safely to the hotel site, a room will be available, and supplies provided as a separate isolation room. Case managers and Florida Department of Health personnel will make regular contact by phone to work with and mitigate individual/family concerns until the Florida Department of Health authorizes discharge.

Taylor County is currently anticipating an immediate need for the non-congregate housing. We are recommending that the County's authorization be approved to proceed.

Thank you for your support of public health in Taylor County.

Sincerely,

Padraic Juarez
Administrator/Director/County Health Officer
Florida Department of Health
Taylor County Health Department

(19)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	2020 E911 Rural County Maintenance Grant
Meeting Date:	September 8th, 2020

Statement of Issue: This application is for the 2020 Fall Maintenance Grant. This grant funds the maintenance costs , associated with Taylor County's 911 system.

Recommendation: Sign contract

Fiscal Impact: $ 10,566.00 **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: The E911 Rural County Grant Program is used to assist rural counties with installation and maintenance of an enhanced 911 system, and to provide "seamless" E911 throughout the State of Florida. This grant will help to cover maintenance expenses associated with the E911 system. This is a reimbursement grant; There is no match for this grant, as it is 100% funded by the State E911 Board.

Options:

1. Approve the application
2. In not approved, we will be unable to pay for our 911 maintenance

Attachments:

1. Grant Application
2. Quotes from Vendors

APPLICATION

E911 RURAL COUNTY GRANT PROGRAM

W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code, Rural County Grants
E911 Rural County Grant Program Application,
Revised *02/17/16*

1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

A. Enhanced 911 (E911): As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.

C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.

D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

E. Public Safety Answering Point (PSAP): As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

5.1 Applications must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or E911BoardElectronicGrantReports@dms.myflorida.com

5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.

5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.

5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

5.5 If the grant application does not exceed the threshold amount of $195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.

5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.

5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.

5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.

5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.

5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed $186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.

7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.

7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.

7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.

8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.

8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.

8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.

8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.

8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

Temporarily withhold grant payments pending grantee correction of the deficiency,
Disapprove all or part of the cost of the activity or action not in compliance,
Suspend or terminate the current award for the grantee's project,
Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.

8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:

Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.

9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.

9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.

9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.

9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.

9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.

9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.

9.6 Funding continuance will be based on timely submission of quarterly reports.

9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County Taylor

STATE OF FLORIDA E911 BOARD

E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: **$10,388.00**

Project Title: **2020 Taylor County Fall Maintenance Grant**

1. Board of County Commissioners Chair: Pam Feagle

   Mailing Address: PO Box 620

   City: Perry
   State: FL Zip: 32347 -
   Phone: (850) 838-3500 Fax: 850-223-2049
   Email Address:

2. County 911 Coordinator: Katie Morrison

   Mailing Address: PO Box 620

   City: Perry
   State: FL Zip: 32347 -
   Phone: (850) 838-1104 Fax: 850-584-2035
   Email Address: Katie.morrison@taylorsheriff.org

3. Federal Tax ID Number: 59-6000879

County Taylor

COUNTY INFORMATION

USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

A. County Taylor

B. Population 21,623

C. Total Number of Incoming Nonwireless Trunks 6/4 MFN

D. Total Number of Incoming Wireless Trunks 17

E. Number of PSAP's 1

F. Number of Call-taking Positions per PSAP 4

G. Total Volume of 911 Calls 10,033

H. What equipment is needed to maintain the Enhanced 911 system?

N/A

I. What equipment is requested in this grant application?

N/A

J. Financial Information:

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

$46,499.27

2.) What are the current annual costs for maintenance of items included in 1.)?

59,112.84

3.) Total amount of E911 fee revenue received in the preceding year?

$75,227.89

4.) Total amount of county carry forward funding retained in the preceding year?

$23,189.00

5.) Current total amount of county carry forward funding?

$235,243.00

6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.13 multiplied by two) $45,136.76

7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.) Insert in Item 12. Budget Expenditure Report $0.00

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County currently has a 4 position PSAP utilizing Solacom. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 with an online database.

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

Taylor County is requesting funds for 911 equipment maintenance. The purpose of this request is to keep the 911 equipment in peak operational status with qualified technicians performing standard maintenance and testing, as well as ensuring all software updates are applied in a timely manner.

- **911 Datamaster Second Tier Support (01/01/2021–12/31/2021)**
  Comprehensive 24/7 technical maintenance support program. Includes support, patches
  and upgrades to all software components as well as hardware repairs.

- **Eaton UPS maintenance (03/15/2021-03/14/2022)**
  Services, only 911. Flex 8 Hr. Rsp, 7x24 cvg. 1x per term: UPS preventative maintenance,
  after hours (7x24), 1x per ter; sealed battery preventative maintenance, any time. EOSL
  status active.

  The services provided by the vendor will be monitored by County 911 Coordinator to ensure that all deliverables are provided.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

The funds requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment, for over a decade.

8. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county with a population under 23,000. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the stat's REDI (Rural Economic Development Initiative) counties and also one designated as "critical economic concern". Without the funding this grant would provide, wireless phase II operation at our center would be difficult to continue.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

Taylor County currently has enhanced 911 with wireless phase I and II services as defined by the State 911 plan. In Section 4.4 of the E911 plan coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 911 service to all of the residents, businesses, and visitors of Taylor County.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Taylor County is requesting these funds in advance for projects or coverage that are needed for 2020-2021. Upon approval of the grant, a budget request will provided to the Board of County Commissioners. Once approval of the budget commences, a Purchase Order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will considered complete when all funds have been expended and the vendor has reported action on all items in the quote.

11. Sole source justification (if applicable).

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

12. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:	Taylor	Grant Number:		Report Date:	

For Grant Period Ending:	☐	March 31	☐	June 30	☒	September 30	☐	December 31	Year:	2020	FINAL	☐

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item	Unit Price ($)	Quantity	Total Cost ($)		Revised Budget	Total Cumulative Expenditures ($)
A. Systems (Hardware, Software, Equipment & Labor)						
	Total System Items					
B. Services (Training, Maintenance and Warranty Items)						
911 Datamaster ALI/DBMS Support	$5,670.00	1	$6,670.00			
Eaton UPS Maintenance	$4,896.00	1	$4,896.00			
	Total Service Items		2			
Less any Applied County Carry Forward or other Funding (if applicable)						
	Grant Request Total		**$10,566.00**			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	

Signature, County 911 Coordinator

County Taylor

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS DATE

_____

Printed Name

_____ _____

WITNESS DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix II

Request for Change

Name of County: _____

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	$	$

Justification For Change:

_____ _____

Signature of Authorized Official Date

For E911 Board use only.

Approved: Yes ☐ No ☐

_____ _____

E911 Board's Authorized Representative Date

Appendix III

Quarterly Report

County: _____

Grant Number: _____

Report Date: _____

Project Status Update:

Problems/Delays:

_____ _____

Signature of Authorized Official Date

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		Grant Number:		Request Number:		Request Date:	

Budget Categories Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)	Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)					
B. Services (Training, Maintenance and Warranty Items)					
Grant Request Total					

Request payment of funding (if applicable) ☐
Justification of payment funding need:

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
b: Hosted E911 System Service for subsequent years, after the first year.
c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

a: Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
b: Lightning Protection Equipment
c: Uninterruptible Power Supply Equipment
d: E911 Voice Recording Equipment
e: County E911 Standalone ALI Database Equipment
f: E911 Map Display Equipment
g: New additional 911 Call Taker Position Equipment
h: Net clock

PRIORITY 4: Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
b: GIS Centerline, point generation and map accuracy services

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes.

COUNTY E911 FISCAL INFORMATION

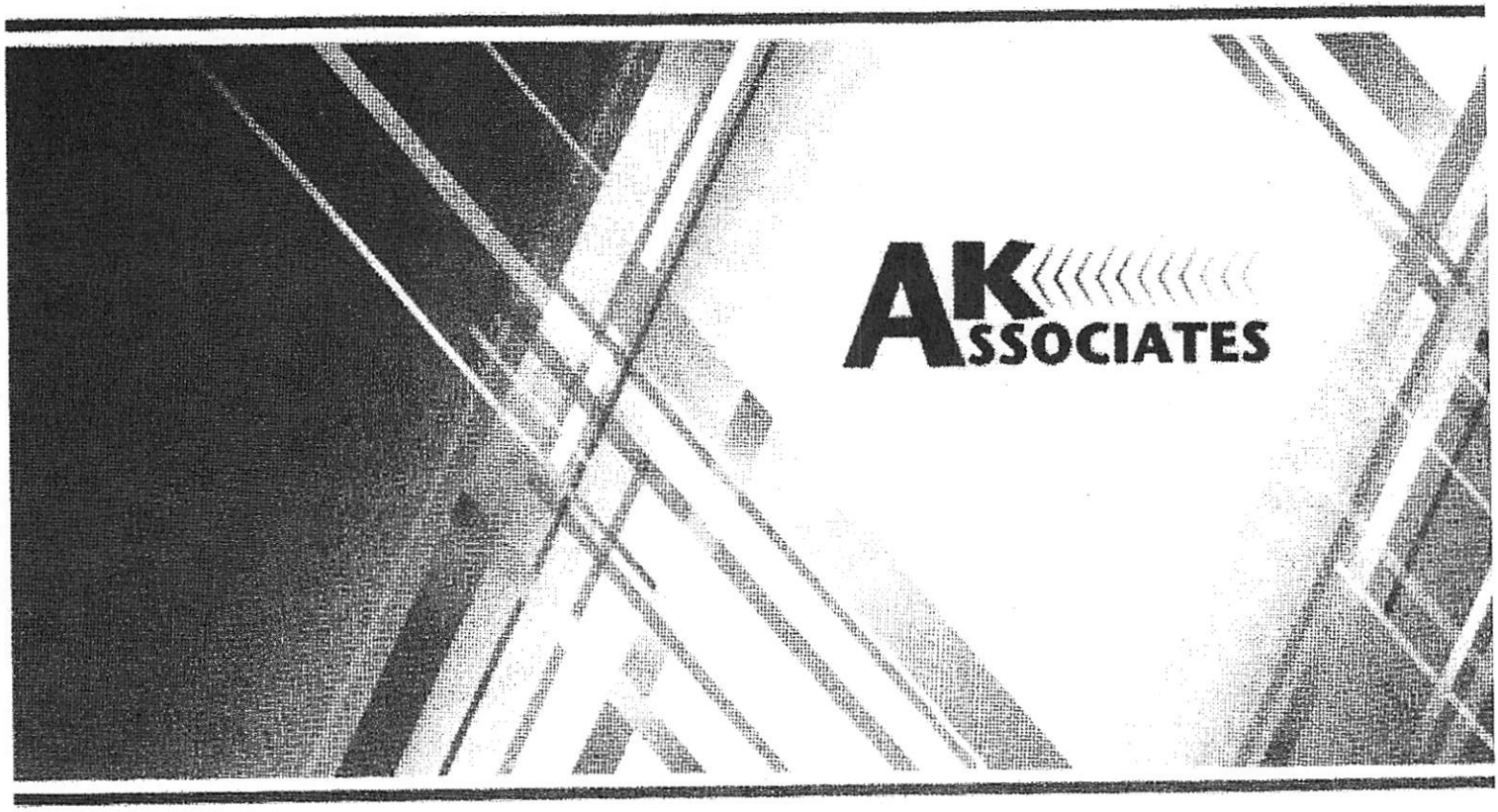
Item No.	E911 Fee Revenues		
1	County	Taylor County	Fiscal Year 2018/2019
2	Wireless E911 Fee Revenue	$ 36,547.18	
3	Non-wireless E911 Fee Revenue	$ 22,106.36	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	$ 16,574.35	
5	E911 State Grant Revenue	$ -	(Grant required unique accounting code)
6	Rural County Grant Revenue	$ 58,426.85	(Grant required unique accounting code)
7	Emergency Grant Revenue	$ -	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	$ 65,452.82	
9	E911 Board Special Disbursement	$ -	
10	Total E911 Fee Revenue	$ 199,107.56	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)

Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	$ 109,724.06	
12	County Funded E911 Expenditures	$ 149,831.43	
13	Subtotal Expenditures	$ 259,555.49	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	$ -	
15	Rural County Grant Expenditures	$ 58,426.85	
16	Emergency Grant Expenditures	$ -	
17	Subtotal Grant Expenditures	$ 58,426.85	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	$ 317,982.34	Calculation Item #13 + Item #17

Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	$ 59,821.19	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	$ 23,198.00	**Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19**
22	Excess Cost Recovery	$ (142,072.78)	Calculation (Item #10 +Item #8 +Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.

Item No.	Contact Information	
24	Name of person preparing response:	Katie Morrison
25	Title/Position of person preparing response:	911 Coordinator
26	Telephone number:	850-838-1104
27	E-Mail address of person preparing response:	katie.morrison@taylorsheriff.org
28	Date:	08/25/2020

In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes



We have prepared a quote for you

911 Datamaster ALI/DBMS Support

Quote # 000420
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

7 Independence Avenue
Derry, NH 03038
http://www.akassociates911.com/
(603) 432-5755

AK ASSOCIATES

911 Datamaster Support

Description		Price	Qty	Ext. Price
911DM-SUP1Y	**911 Datamaster Support (1YR)** *Dates of Support: 1/1/21 through 12/31/21*	$5,670.00	1	$5,670.00
			Subtotal:	**$5,670.00**

Payment Terms

Description	Qty
Terms of Sale • Payment Terms are Net 30	

7 Independence Avenue
Derry, NH 03038
http://www.akassociates911.com/
(603) 432-5755

911 Datamaster ALI/DBMS Support

Prepared by:

AK Associates

Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E
Perry, FL 32347
Katie Morrison
(850) 672-1976
katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000420

Version: 1
Delivery Date: 08/19/2020
Expiration Date: 11/17/2020

Quote Summary

Description	Amount
911 Datamaster Support	$5,670.00
Total:	**$5,670.00**

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Signature: Beth Stankus

Name: Beth Stankus

Title: Manager of Accounting

Date: 08/19/2020

Taylor County, FL

Signature: _____

Name: Katie Morrison

Date: _____

Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172
Quote Date: 8/25/2020

Doug McAllister, Eaton Authorized Representative
Florida Critical Power, LLC
3016 Third Street, Suite 202
Jacksonville Beach, FL 32250
813-968-7013
Email: DougMcAllister@FloridaCriticalPower.com

Prepared For:	**For Covered Equipment at Site:**
Bill to: Katie Morrison, Taylor County 911 Coordinator/TAC	Site Contact: Katie Morrison, Taylor County 911 Coordinator/TAC
Billing Company: Taylor County - BOCC	Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.
PO Box 620	591 E Highway 27
Perry, FL 32348	Perry, FL 32347
850-838-1104 office 850-672-1976 cell	850-838-1104 office 850-672-1976 cell
Email: katie.morrison@taylorsheriff.org	Email: katie.morrison@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal

Coverage Start Date: 3/15/2021 **Coverage End Date:** 3/14/2022 **Term:** 1 Year

Flex: 8 Hr Rsp, 7x24 Cvg Only

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Site Location	**Model**	**Serial Number**		**Quantity**
Taylor County 911 Center	9390-IT (40)	EF342CAB03		1
			Subtotal:	**1**

Grand Total Price: **$4,896.00**

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to DOUGMCALLISTER@FLORIDACRITICALPOWER.COM for processing.

Accepted By: Name Title Date Purchase Order Number
Print Name:

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices

(10)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF DRAFT CONTRACT WITH C&C CONSTRUCTION FOR FOREST CAPITAL HALL ROOF FASTENER REPLACEMENT.
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: TO ENTER INTO CONTRACTUAL AGREEMENT FOR REPAIR OF THE FOREST CAPITAL HALL ROOF.

Recommended Action: APPROVE CONTRACT

Fiscal Impact: $7,660

Budgeted Expense: FUNDING AVAILABLE IN CURRENT BUDGET

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE ROOF FASTENERS AT FOREST CAPITAL HALL ARE IN NEED OF REPLACEMENT. DUE TO THE HEIGHT OF THE ROOF OUR INMATE WORK SQUADS ARE UNABLE TO PERFORM THE WORK. STAFF HAS OBTAINED MULTIPLE QUOTES AND C&C CONSTRUCTION IS THE LOWEST QUOTE AT $7,660.

SINCE QUOTES WERE OBTAINED IN MARCH, STAFF HAS VERIFIED THAT THE COMPANY IS WILLING TO HONOR THE QUOTED PRICE AND CAN COMPLETE THE WORK PRIOR TO THE END OF THE FISCAL YEAR.

Options: APPROVE/DO NOT APPROVE

Attachments: DRAFT CONTRACT
QUOTE

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

September 1, 2020

VIA E-MAIL

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

Re: FCH Roof Screw Replacement Contact

Dear LaWanda:

I have reviewed the proposed Contract with C & C Construction of NW Florida, LLC on the roof screw replacement at Forest Capital Hall.

The Contract looks okay to me.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

CONTRACT FORM

This contract made the _____ day of _____, 2020 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **C & C CONSTRUCTION OF NW FLORIDA, LLC**, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK**. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **FOREST CAPITAL HALL ROOF FASTENER REPLACEMENT**. The Contractor agrees to provide and install all materials in association with the project in accordance with the bid specifications for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

   Remove and discard existing fasteners from each roofing panel.

   a. All removed fasteners shall be replaced at the end of each work day.
   b. On-Roof work will not be allowed when winds are expected to be above 20 mph.
   c. Contractor shall take care not to damage the roofing panel's finish with stored or dropped tools or materials and to walk on flat portions of exiting roof panels taking care not to step on or damage ribs. Damaged areas must be identified and reported to Owner for resolution before release of final payment.
   d. All removed fasteners and scrap/waste materials must be collected and disposed of properly. Contractor shall walk the roof and perimeter of the building to ensure no fasteners remain on the roof or on the ground at the completion of the project.

Replace existing panel and ridge vent fasteners with forest green color 2.50" fasteners meeting one of the following options:

e. #14 ZAC Tapper Replacement WoodZAC fastener w/ 5/16" hooded hex head and EPDM/neoprene washer

f. #14 Atlas Wood Ultimate Long-Life fastener w/ 5/16" hooded hex head and EPDM/neoprene washer

Replace existing LAP/Stitch fasteners with forest green color 7/8" fasteners meeting one of the following options:

g. #14 ZAC Stitch Self Driller 1 fastener w/ 5/16" hooded hex head and EPDM/neoprene washer

h. #14 Atlas Ultimate Long-Life fastener w/ 5/16" hooded hex head and EPDM/neoprene washer

Install new fasteners in pre-existing holes or in similar location as the surrounding fasteners where a pre-existing hole is not present.

i. Install fasteners using a clutch type screw gun/drill or other comparable tool such that the fastener is securely seated, neoprene washer slightly compressed but not to the point that the underlying metal sheeting is dimpled or depressed such that it will pond water.

j. During replacements, replace any and all stripped fasteners.

k. Use forest green color matched Titebond WeatherMaster Metal Roof Sealant (or approved equivalent advanced polymer sealant) at any and every location where the replacement fastener is misaligned, stripped or does not fully seat.

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of

$ **7,760.00**. Unforeseen repairs and/or change orders, if needed, will require processing of a Purchase Order agreed upon by the Contractor and the County.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate six (6) months from that date. This contract shall not be extended for more than three (3) months, unless otherwise agreed in writing.

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

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on proposal item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

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

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

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising

out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least **$1,000,000.00** per person and property damage insurance of at least **$50,000.00** each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage**.

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

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

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

12. **WARRANTY.** The Contractor agrees to guarantee work and materials against defects in workmanship and material for one (1) year from the date of project completion and will repair or replace such products or components found defective.

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

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

(a) The Contractors proposal

(b) This Instrument

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

15. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Richard Taylor, 201 East Green Street, Perry, Florida 32347, telephone number (850) 843-1821.

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2020.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____
Pam Feagle
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

_____

_____

CONTRACTOR

_____
C & C Construction of NW Florida, LLC

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: THIS IS A ONE YEAR CONTRACT RENEWAL ADMINISTERED THROUGH HUNT INSURANCE GROUP, LLC, BUT WITH A NEW CARRIER SIRIUS AMERICA. THE CURRENT YEAR'S PREMIUM IS $15.77 PER MONTH PER INMATE (OPTION 4) WHICH IS $17,031.60 ANNUALLY.

Recommended Action: APPROVE OPTION 4

Fiscal Impact: $17,031.60

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, 838-3500

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE POLICY HAS A $40,000 DEDUCTIBLE AND WILL REQUIRE THAT STAFF OBTAIN CONTRACT WITH PROVIDERS THAT WOULD NEGOTIATE PAYMENT AT 150% OF MEDICARE ALLOWED.

STAFF REQUESTS THAT ONE ANNUAL PAYMENT BE MADE INSTEAD OF MONTHLY PAYMENTS BASED UPON POPULATION.

Options: OPTIONS 1-4

Attachments: POLICY PERIOD OFFER
PLAN COMPARISON

Catastrophic Inmate Medical Insurance

Administered by: Hunt Insurance Group, LLC

Old CIMI Product	
Company:	Unimerica Insurance Company
Product Name	Health Excess or Stop Loss
Type of Insurance	Excess/Stop Loss
Admitted/Non-Admitted	Admitted
Policy Terms & Conditions	
Specific Percentage Reimburseable	100% of Allowable Medical Expenses, subject to an Average Daily Maximum
Average Daily Maximum	$20,000 days 1-3 and $12,000 each day thereafter
Per Inmate Coverage Maximum	$250k
Benefit Max for pre-booking injuries	Grouped with per inmate maximum
Policy Aggregate	None
Deductible Options	$40,000 (program minimum $20,000)
Coverage Limit in Excess of Deductible	In excess
Minimum Inmate Count	51
Claims Incurred	12 months
Claims Paid	18 months
Claims Reported	24 months
Notable Plan Benefits & Available Buy-Backs	
HIV/AIDs	Included
Pre-booking	Included
Pregnancy	Included
Suicide Attempt / Self-Harm	Included
Security & Guarding	Optional. Covers 50% of expenses up to $5k
Allowable Medical Expenses	
Inpatient Hospital Services	Lesser of the amount paid or an Average Daily Maximum
Daily Hospital Room and Board	100%
Observation and/or Testing	100%
Routine Services and Supplies	100%
Oxygen and other gases	100%
Hemodialysis	100%
Emergency Room Services	0% (unless admitted)
Blood Administration	100%
Anesthesia	100%
Outpatient Services	$40,000 per surgical visit
Surgical Procedure	100%
Abortion	Excluded (unless mother's life endangered)
Physician Office Visits	Excluded
Outpatient Diagnostic X-ray and Lab Services	Excluded
Prescription Drugs	100% (inpatient only)
Ambulance Services	100% if immediately followed by inpatient stay
Dental Services	Excluded
Treatment of Mental Alcohol and Controlled Substance Disorders	Inpatient basis only

New CIMI Product	
Company:	Sirius America Insurance Company
Product Name	Health Excess or Stop Loss
Type of Insurance	Health - Excess/Stop Loss
Admitted/Non-Admitted	Admitted
Policy Terms & Conditions	
Specific Percentage Reimburseable	Percentage of Usual and Customary (Lesser of the Amount paid or 150% of Medicare)
Average Daily Maximum	None
Per Inmate Coverage Maximum	$250k
Benefit Max for pre-booking injuries	Grouped with per inmate maximum
Policy Aggregate	$1,000,000
Deductible Options	$40,000 (program minimum $10,000)
Coverage Limit in Excess of Deductible	In excess
Minimum Inmate Count	51
Claims Incurred	12 months
Claims Paid	18 months
Claims Reported	18 months
Notable Plan Benefits & Available Buy-Backs	
HIV/AIDs	Included
Pre-booking	Included, but can be removed
Pregnancy	Included
Suicide Attempt / Self-Harm	Included
Security & Guarding	Optional. Covers 50% of expenses up to $5k
Covered Expenses include but are not limited to:	Percentage of Usual and Customary (Lesser of the Amount paid or 150% of Medicare)
Inpatient Hospital Services	
Daily Hospital Room and Board	100%
Daily ICU Benefits	100%
Hospital Miscellaneous Services	100%
Outpatient Hospital Services	
Pre-admission Testing	100%
Emergency Room Treatment	100%
Use of Surgical Facilities	100%
Physician Services	
Surgery	100%
Anesthesia	100%
Abortion, only if performed by a Physician	100%
In-patient Visits	100%
Office Visits	100%
Outpatient Diagnostic X-ray and Lab Services	100%
Prescription Drugs	100% (inpatient only)
Ambulance Services	100%
Medical Services and Supplies	100%
Dental Services	Optional
Limited to $2,000 for dental treatment or x-rays in connection with injury to sound natural teeth	
Treatment of Mental Alcohol and Controlled Substance Disorders	Inpatient basis only

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Administered by:
Hunt Insurance Group, LLC

Date of Proposal:	August 11, 2020
Proposed Insured:	Taylor County Jail and Taylor County BOCC
City, State:	Perry, FL
Facilities Include:	Taylor County Jail and Taylor County BOCC
Issuing Company:	Sirius American Insurance Company A.M. Best Rating "A-" Excellent
Coverage Type(s):	Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
Policy Form:	Employer Stop Loss
Effective Date:	10/1/2020
Number of Inmates:	90

Specific Coverage	Option 1	Option 2	Option 3	Option 4
Per Inmate Deductible:	$25,000	$30,000	$35,000	$40,000
Per Inmate Coverage Limit:	$250,000	$250,000	$250,000	$250,000
Policy Maximum:	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Rate Per Inmate Per Month:	$23.31	$20.23	$17.77	$15.77
Prior to Booking / During Pursuit Coverage:	Included	Included	Included	Included
Claims Accumulation Basis:	**Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:**			
Covered Expenses:				
In-Patient Hospital Services:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Outpatient Hospital Services:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Physician Services:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Outpatient Diagnostic X-ray and Laboratory Services:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Prescription Drugs:	Medicare, Limited to those provided and administered during a Hosptial Stay.	Medicare, Limited to those provided and administered during a Hosptial Stay.	Medicare, Limited to those provided and administered during a Hosptial Stay.	Medicare, Limited to those provided and administered during a Hosptial Stay.
Ambulance Services:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Medical Services and Supplies:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
TOTAL PREMIUM:	**$25,174.80**	**$21,848.40**	**$19,191.60**	**$17,031.60**

Conditions and Assumptions

- Includes coverage for AIDS/HIV & Pregnancy
- This proposal is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the prospective insured or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void offer and coverage.
- Claim Provisions:

	From:	To:
Claims Incurred:	October 1, 2020	September 30, 2021
Claims Reported:	October 1, 2020	March 31, 2022
Claims Submitted:	October 1, 2020	March 31, 2022

- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by 9/30/2020 by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

I select the following Option (Please check): Option 1: ☐ Option 2: ☐ Option 3: ☐ Option 4: ☐

Signature of Prospective Insured:_____ **Title:**_____ **Date:**_____

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Marsha Durden

From: Dan Lancaster <dan.lancaster@huntins.com>
Sent: Monday, August 17, 2020 1:21 PM
To: LaWanda Pemberton; Marsha Durden
Cc: Tamara Armstrong; Christie Dunsford
Subject: Renewal Proposal for Catastrophic Inmate Medical Insurance
Attachments: Taylor - CIMI Renewal Proposal.pdf

Importance: High

Taylor County Jail & Taylor County BOCC
Catastrophic Inmate Medical Insurance
Renewal Date: 10/1/2020

Good afternoon Ms. Pemberton and Ms. Durden,

Based on the renewal questionnaire that you completed, please find attached the quote to renew your Catastrophic Inmate Medical Insurance (CIMI) policy effective 10/1/2020.

We are excited to inform you that we have changed insurance carriers and have implemented multiple coverage enhancements. Although the new policy has an aggregate of $1,000,000 per benefit period, it allows for a wider range of eligible expenses and reimburses claims up to 150% of Medicare.

Please review the specifics of the quote to ensure that it meets your expectations. Should you have any questions or wish to discuss the quoted coverage in more detail, please let us know and we will be happy to do so.

To bind coverage, please make your selection on the quote, then sign and return to us via email, fax, or mail by 9/1/2020. Once received, we will provide the renewal invoice as well as the Plan Document and application, which require your signature.

We genuinely appreciate your dedication to our agency and the trust you have placed in us as your insurance agent. Take care, stay safe and we look forward to speaking with you again soon.

Respectfully,

Dan Lancaster
Account Executive
Hunt Insurance Group, LLC
3606 Maclay Blvd. South, Suite 204, Tallahassee, FL 32312
Office: 850.241.7027 | Mobile: 850.545.3855
Fax: 850.385.2124
Dan.Lancaster@huntins.com
www.huntins.com

RE: Renewal Proposal for Catastrophic Inmate Medical Insurance

Dan Lancaster <dan.lancaster@huntins.com>
Mon 8/17/2020 2:28 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

1 attachments (232 KB)
Coverage Comparison.pdf;

Hi LaWanda,

9/8/20 won't be a problem; we put 9/1/20 to ensure time for processing and receipt of payment.

I'm attaching a generic comparison of the expiring product vs. the renewal product. The Stop Loss policy under the new insurance carrier (Sirius America) has a wide range of enhancements, including Emergency Room, Physician Services, Ambulance Services, etc. In essence, all of the off-site medical expenses an inmate incurs will work towards your deductible. In the past, those services were only eligible if immediately followed by an inpatient stay. Security and Guarding and Dental Services are optional and were not included in the renewal quote we provided.

One of the biggest changes is that reimbursement will now be based on 150% of Medicare instead of an Average Daily Maximum. We made this change because reimbursing the county using an Average Daily Maximum made it difficult for counties to estimate their reimbursement amount (it depended on how long the inmate was inpatient). Basing reimbursement on 150% of Medicare should make the budgeting process easier as you will already know how much you will be reimbursed. That being said, it's very important that the county get at least 150% Medicare as your discount for any off-site medical services. If you need assistance in this area, please let me know.

Hope this helps. Please let me know if you have any additional questions.

Dan Lancaster
Account Executive
Hunt Insurance Group, LLC
3606 Maclay Blvd. South, Suite 204, Tallahassee, FL 32312
Office: 850.241.7027 | Mobile: 850.545.3855
Fax: 850.385.2124
Dan.Lancaster@huntins.com
www.huntins.com

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Monday, August 17, 2020 1:42 PM
To: Dan Lancaster <dan.lancaster@huntins.com>
Subject: Re: Renewal Proposal for Catastrophic Inmate Medical Insurance

Can you please advise what the differences are between the current coverage and the proposed policy ? Also... the next Board meeting is 9/8/2020. We will not be able to renew until the Board approves. Will that be an issue ?

Thank you !
LaWanda

From: Dan Lancaster <dan.lancaster@huntins.com>
Sent: Monday, August 17, 2020 1:21 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; Marsha Durden <mdurden@taylorcountygov.com>
Cc: Tamara Armstrong <tamara.armstrong@huntins.com>; Christie Dunsford <Christie.Dunsford@huntins.com>
Subject: Renewal Proposal for Catastrophic Inmate Medical Insurance

Taylor County Jail & Taylor County BOCC
Catastrophic Inmate Medical Insurance
Renewal Date: 10/1/2020
Good afternoon Ms. Pemberton and Ms. Durden,
Based on the renewal questionnaire that you completed, please find attached the quote to renew your Catastrophic Inmate Medical Insurance (CIMI) policy effective 10/1/2020.
We are excited to inform you that we have changed insurance carriers and have implemented multiple coverage enhancements. Although the new policy has an aggregate of $1,000,000 per benefit period, it allows for a wider range of eligible expenses and reimburses claims up to 150% of Medicare.
Please review the specifics of the quote to ensure that it meets your expectations. Should you have any questions or wish to discuss the quoted coverage in more detail, please let us know and we will be happy to do so.

To bind coverage, please make your selection on the quote, then sign and return to us via email, fax, or mail by 9/1/2020. Once received, we will provide the renewal invoice as well as the Plan Document and application, which require your signature.

We genuinely appreciate your dedication to our agency and the trust you have placed in us as your insurance agent. Take care, stay safe and we look forward to speaking with you again soon.

Respectfully,

Dan Lancaster
Account Executive
Hunt Insurance Group, LLC
3606 Maclay Blvd. South, Suite 204, Tallahassee, FL 32312
Office: 850.241.7027 | Mobile: 850.545.3855
Fax: 850.385.2124
Dan.Lancaster@huntins.com
www.huntins.com

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Thursday, July 23, 2020 2:57 PM
To: Dan Lancaster <dan.lancaster@huntins.com>
Subject: FW: Hunt's Survey for Catastrophic Inmate Medical Insurance Renewal
Importance: High

Please see attached, thank you !

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to review and approve Request For Proposals (RFP) for Program Administration, Management And Project Delivery Services for the 2021-2023 SHIP Program and other related programs.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Board to approve RFP for Program Administration, Management and Project Delivery Services for the SHIP Program and other related programs.**

Recommended Action: **Approve RFP.**

Fiscal Impact: **These services will be 100% funded with SHIP and/or other related grant funds.**

Submitted By: **Melody Cox, Grants**

Contact: **Melody Cox, Grants**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The contract with Government Services Group, Inc. (GSG) who currently administers SHIP on behalf of the County expires October 31, 2020. Per the Florida Housing Finance program requirements as well as the County's procurement process, the County must advertise and receive RFP's for the selection of the SHIP Program administrative and program management services. The RFP's will be received at the October 20, 2020 Board meeting at 9:00 a.m.**

Attachments: **Request for Proposal (RFP) for Program Administration, Management and Project Delivery Services, and ad for the RFP.**

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

Taylor County Request for Proposals (RFP)
Program Administration, Management, and Project Delivery Services
FFY 2021 through 2023 SHIP Program and Other Related Programs

Taylor County requests proposals from individuals or firms to provide the following services for grant funded projects in the 2021-2023 Fiscal Funding Year(s): SHIP Program Administration Management and Project Delivery Services. The County anticipates receiving funding from the State of Florida through Florida Housing Finance Corporation, State Housing Initiative Program (SHIP) to meet the County's housing needs. Similarly, additional services may be included in separate contract(s) for services on an ongoing basis (up to three years) to be covered by other grant, loan or traditional funding sources at the discretion of the Taylor County Board of Commissioners. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not be limited to: HUD Section 8, Florida Division of Emergency Management, USDOC Economic Development Administration Grants, Community Development Block Grants, Florida Department of Economic Development Opportunity Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources, which may be applicable to the County's needs.

The FFY 2021-2023 project(s) for which services are requested, and for which SHIP and other public program funds shall be utilized, may be generally described as follows: housing rehabilitation activities, activities related to the CARES Act and/or future special programs and funding related to the Covid 19 pandemic, as well as public works and development facilities and projects, that provide community and economic development within the County and primarily benefit low-to-moderate income citizens of the County. Specific needs may include, but not be limited to, housing rehabilitation, drinking water, sanitary sewer, stormwater facilities, street and access improvements, and other public service facilities and/or capital facility improvements needed for community and economic development.

Program Administration, Management, and Project Delivery services shall include, but not be limited to: Reviewing and developing necessary policies and procedures; grant application preparation and development; program planning, budget and schedule development; application development; conducting environmental review(s); coordinating with all funding agencies, developing and administering agency contract(s); requesting, tracking and managing program funds in compliance with program guidelines; housing rehabilitation work write-ups; housing inspections; planning and attending pre-bid and pre-construction meetings; Davis-Bacon record keeping requirements; URA compliance, Florida Building Code Compliance; advising and managing any required technical services; preparation of inspection reports; and review of change orders and pay requests for compliance with specifications and progress reports.

Procurement and contracting of all services shall conform to Florida Housing Finance Corporation regulations, and state, federal, and local regulations, standards and procurement procedures. Community Development Block Grant (CDBG) and other applicable agency guidelines shall also be adhered to if so applicable. The selection process shall be open to the public and records maintained in accordance with SHIP and other appropriate agency requirements.

Proposals for the requested services Program Administration. Management, and Project Delivery Services) shall be evaluated using the following criteria:

- 15 POINTS PROFILE: SCORING WILL EMPHASIZE MANAGEMENT, ORGANIZATION, HISTORY, AND VARIETY & LEVEL OF LOCAL GOVERNMENT SERVICES.

- 15 POINTS STAFF: SCORING WILL EMPHASIZE EXPERTISE, SPECIFIC PROJECT EXAMPLES INCLUDING SHIP, CDBG, LOW INCOME HOUSING, AND A VARIETY OF PROFESSIONAL BACKGROUNDS, CERTIFICATIONS, AND SKILLS.

- 30 POINTS EXPERIENCE: SCORING WILL EMPHASIZE DIRECT PROGRAM EXPERIENCE AND SUCCESS WITH A VARIETY OF PROGRAMS INCLUDING SHIP AND CDBG.

- 10 POINTS REGULATORY: SCORING WILL EMPHASIZE DETAILED EXPERIENCE THE RESPONDENT COMPLIANCE EXPERIENCE HAS MEETING 2 CFR 200 REQUIREMENTS AND STANDARDS, FLORIDA SINGLE AUDIT ACT REQUIREMENTS, FLORIDA BUILDING CODE, AND ALL APPLICABLE FEDERAL AND STATE REPORTING AND COMPLIANCE STANDARDS.

- 10 POINTS APPROACH AND LEVERAGING STRATEGY: SCORING WILL EMPHASIZE PROJECT APPROACH AND PROVEN LEVERAGING STRATEGIES IMPLEMENTED AND/OR MANAGED BY THE TEAM FOR LOCAL GOVERNMENT CLIENTS.

- 10 POINTS REFERENCES: SCORING WILL EMPHASIZE QUALITY OF REFERENCES.

- 5 POINTS FEES: SCORING WILL EMPHASIZE PROPOSED FEE, RATES, AND LEVEL OF SERVICE IN RELATION TO PROPOSED FEES.

- 5 POINTS MBE/WBE/DBE: SCORING WILL AWARD POINTS FOR CERTIFIED MBE/WBE/DBE BUSINESSES. DOCUMENTATION REGARDING CERTIFICATION MUST BE SUBMITTED WITH THE PROPOSAL.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly adhered to. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, Taylor County strictly enforces open and fair competition in

its RFP's. Taylor County strictly enforces following procurement procedures as per 2 CFR 200 standards, Florida Housing Finance Corporation and SHIP guidelines, and local procurement and elected officials ethics policies as approved by the Taylor County Board of Commissioners. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required.

During the RFP process, questions or requests for additional information concerning this RFP shall be directed to Melody Cox, Grants Department, 401 Industrial Park Drive, Perry, FL 32348, (850) 371-0377 or at melody.cox@taylorcoountygov.com or Jami Evans at 850-838-3553 or jevans@taylorcountygov.com. RFP information and documents are also available at the Taylor County website at http://www.taylorcountygov.com. Any addenda (if applicable) to the RFP will be posted at the County's website at www.taylorcountygov.com.

Respondents shall submit one (1) original and five (5) copies of their proposal in sealed packages and marked clearly: "SEALED PROPOSAL FOR GRANT ADMINISTRATIVE AND PROGRAM SERVICES", no later than 4:00 p.m. local time on Friday, October 16, 2020. All proposals must be sealed and have the name and address of the respondent of the proposal clearing written on the front of the envelope or package. Proposals must be delivered to: Annie Mae Murphy, Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, FL 32347 or mailed to PO Box 620, Perry, Florida 32348. Faxed proposals will not be accepted. Respondents are solely responsible for ensuring the RFP is received by the Clerk's office prior to the submission deadline. The RFP's will be opened publically at 9:00 a.m. local time at the Tuesday, October 20, 2020 at the Board of Commissioners regularly scheduled meeting. At the discretion of the Board of Commissioners, presentations by those submitting RFP's will be scheduled and given at a later date at a Board of Commissioner's meeting. To facilitate effective evaluation by the County, proposals shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened.

Taylor County reserves the right to request clarification of any information submitted by proposers. The County reserves the right, in its sole and absolute discretion, to reject any or all RFP's, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County with suitable basis provided by law, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. SHIP and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies. Ranking and contracting for each service will be done separately.

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

Taylor County BOCC
Request for Proposals (RFP)
Program Administration, Management and Project Delivery Services
FFY 2021 through 2023 SHIP Program Grant(s) and Related Programs

Taylor County requests proposals from individuals or firms to provide the following services for grant funded projects in the 2021 through 2023 Fiscal Funding Year(s): SHIP Program Administration, Management and Project Delivery Services. The County anticipates receiving SHIP funding from the State of Florida through Florida Housing Finance Corporation to meet County's needs. Similarly, additional services may be included in the contract(s) for services on an ongoing basis to be covered by other grant, loan or traditional funding sources at the discretion of the County BOCC. Such sources of funding shall be sought, developed and leveraged by the selected firm(s) or individual(s), as applicable and available. Additional information concerning the proposed services being requested and the ranking criteria to be used to evaluate the proposals may be obtained from: Melody Cox, Grants by Phone 850-371-0377 or melody.cox@taylorcountygov.com or Jami Evans, Grants Coordinator at 850-838-3553 or at jevans@taylorcountygov.com. The information can also be obtained at www.tayorcountygov.com. Any addenda (if applicable) to the RFP will be posted at the County website at www.taylorcountygov.com. One (1) original and five (5) copies of sealed proposals, marked "SEALED PROPOSAL FOR GRANT ADMINISTRATIVE AND PROGRAM SERVICES" must be received by 4:00 p.m. on Friday, October 16, 2020. Bids not sealed, clearly marked, and with the name of the firm submitting the RFP on the front of the envelope will be rejected and not opened. Bids are to be received at:

Hand Delivery: Fed-X or UPS	Annie Mae Murphy Clerk of the Court 108 North Jefferson Street, Suite 102 Perry, FL 32347
Mail Delivery:	Annie May Murphy Clerk of the Court 108 North Jefferson Street, Suite 102 Perry, FL 32347

A Public Opening of the RFP's is scheduled for Tuesday, October 20, 2020 at 9:00 a.m.at 201 E. Green Street, Perry, FL 32347. The RFP's will be opened during a regularly scheduled Board of Commissioners meeting. Presentations by those submitting RFP's will be scheduled and given at a later date at a regularly scheduled Board of Commissioners meeting if so determined by the Board.

Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all RFP's to cancel or withdraw this solicitation at any time and waiver any irregularities in the RFP process. in the best interest of Taylor County.

Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility. MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine amendment and Code of Ethics, Taylor County strictly enforces open and fair competitionin its RFP's and/or bidding processes.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO RATIFY COUNTY ADMINISTRATOR'S SIGNATURE FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES ASSOCIATED WITH THE RECONSTRUCTION OF HAMPTON SPRINGS RD - SEGMENT 6 AS A RESULT OF THE GP PIPELINE PROJECT.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: The GP Pipeline Construction Project affected several sections of Hampton Springs and Peterson Landing Road that require reconstruction.

Recommended Action: The Board should Ratify the County Administrator's signature of the Task Order to provide Construction, Engineering and Inspection services for the reconstruction of Hampton Springs Rd – Segment 6.

Fiscal Impact: FISCAL YR 2019/20 - $25,010

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The approximately 15 mile GP Pipeline Construction Project affected several sections of Hampton Springs and Peterson Landing Roads. In some areas, the physical pipeline was installed within the paved portion of the road while others were severely affected due to the construction activity and equipment usage. In accordance with the terms and conditions of the approved Right-of-Way Use permit, the pipeline project Contractor is undertaking restoration of the affected roadways. To ensure compliance during construction with the required specifications, Staff elected to rely on one of our Task Order Contract Construction, Engineering and Inspections firms. Having just finished the bulk of the San Pedro Road project, CHW, Inc. was solicited and accepted this oversight role. See attached Task Order.

Staff discussed with both the pipeline Contractor and GP Pipeline project personnel, that this CEI expense is a cost that was not anticipated and is placing an undue expense on the County. Thankfully the road will be in much better condition once reconstructed and would have needed maintenance and improvement some time later, however, it was not to the degree of total reconstruction had it not been for the pipeline project. Given the road project contractor (Anderson Columbia) has already begun its work effort, with a full week worth unsupervised, Staff thought it unprudent to delay oversight while waiting to determine the possibility of reimbursement. Nonetheless, Staff will contine to pursue possible reimbursement and will also work to revise the Right-Of-Way Use Application to ensure such costs, when rquired, are an expense of the applicant and not the County. The current expense of approximately $25,010 will be covered using salaries and wages associated with the currently vacant engineer position until such time as those costs may be reimbursed (Cost Center 0303).

Staff recommends that the Board Ratify the County Administrator's signature of the Task Order to provide CEI services for the reconstruction of Hampton Springs Rd – Segment 6.

Options:

1) Accept and ratify the County Administrator's signature of the Task Order to provide CEI services for the reconstruction of Hampton Springs Rd – Segment 6.

2) Deny the proposed Task Order and state reasons for such denial.

Attachments:

Proposed CHW Task Order – CEI Services

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: _____

PURCHASE ORDER NO.: _____
(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Hampton Springs Road – CEI Services

COUNTY: **TAYLOR COUNTY**, a political subdivision of the State of Florida.

CONSULTANT: **CHW, Inc (Causseaux, Hewett & Walpole, Inc.)**
11801 Research Drive
Alachua, FL 32615
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services as RECITALS to that certain Agreement of _____ between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: _____

_____

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed as agreed upon by the parties of this contract.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

[ ] Fixed Fee basis
[X] Time basis method with a Not-to-Exceed amount
[ ] Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of _____ DOLLARS ($ _____). In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not Twenty-Five Thousand and no/100 DOLLARS ($ **25,000.00**). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of_____ DOLLARS ($_____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this 31st day of August 2020, for the purposes stated herein.

Witness

CHW, Inc. (Causseaux Hewett & Walpole, Inc.)

By: _____
Signature

Robert Walpole
Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: LaWanda Pemberton
Signature

LaWanda Pemberton
Print Name

Title: County Administrator

Date: 9/2/2020

Kenneth Dudley

From: Tony Caggiano <tonyc@chw-inc.com>
Sent: Tuesday, September 01, 2020 2:43 PM
To: Kenneth Dudley
Subject: RE: Seg 6B road rebuild responses to questions

Classification	Scope Description	Time (HR) x Rate	Fees
CEI Director	Pre-Con Coordination	2 hr x $155.00/hr	$310.00
CEI PM	Contract and Project Administration/Technical Oversight	30 hr x $110.00/hr	$3,300.00
CEI Inspector (Primary)	Daily Site Inspection	230 hr x $80.00/hr	$18,400.00
CEI Plant Inspector	Plant Ops Inspection	25 hr x $80.00/hr	$2,000.00
CEI Admin	Document Control	20 hr x $50.00/hr	$1,000.00
		TOTAL =	**$25,010.00**

Inspector fees are based on approximate 9-hr days for 5 weeks; with Plant operations anticipated for 1-2 days; and 1 day to close the lot.

Please let me know if you need a deeper explanation.

Thank you much,

ANTHONY (TONY) V. CAGGIANO, JR., P.E.
Director of Engineering, Construction Services
d: (386) 518-6527 | c: (864) 650-5115
e: tonyc@chw-inc.com
w: www.chw-inc.com

From: Tony Caggiano <tonyc@chw-inc.com>
Sent: Tuesday, September 1, 2020 8:59 AM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>
Subject: Re: Seg 6B road rebuild responses to questions

Ill send you my estimate work sheet once I get back to the shop.

Tony Caggiano, PE

> On Sep 1, 2020, at 8:44 AM, Kenneth Dudley <county.engineer@taylorcountygov.com> wrote:
>
> Good morning.
> Did you prepare this cost using days and rates or just an estimate of expected cost per duration?
> I know you will bill based on that method but just thinking that if I push the cost to the pipeline folks they may want to know how the cost was determined (even though it is a NTE).

R E S O L U T I O N

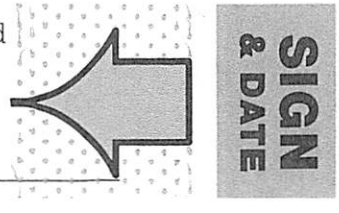
(24)

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 **CARES Act FUND** for the fiscal period ending September 30, 2020, 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, 2020.

Amount	Account	Account Name
$ 940,906	198-3312025	FDEM/CARES Act
$ 940,906	2201-53401	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 8th day of September, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New CARES Act Funding

✓

Agreement Number: Y2303

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Taylor County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
C. The Division has statutory authority to disburse the funds under this Agreement.
D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with $8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
E. The United States Department of the Treasury disbursed $2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
F. A remaining balance of $1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
    i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
    ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
    iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
    iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
    v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
    vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.

b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.

b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17)ATTACHEMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18)PAYMENTS

a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for **Taylor County** is in the amount of **$940,906.00.**

(19)REPAYMENTS

a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20)MANDATED CONDITIONS AND OTHER LAWS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

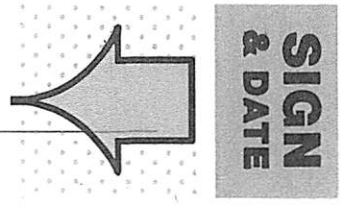
R E S O L U T I O N

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 **SHIP CARES Act Fund** for the fiscal period ending September 30, 2020, 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, 2020.

Amount	Account	Account Name
$175,200	136-3345011	Afford Housing/CARES Act
$ 42,500	0426-53401	Contractual Services
$ 25,000	0426-58311	Citizen Utility Costs
$ 50,000	0426-58312	Rental Assistance
$ 50,000	0426-58313	Mortgage Assistance
$ 400	0426-54902	Legal Advertising
$ 7,300	0426-58321	Rehabilitation

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 8th day of September, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New SHIP/Affordable Housing CARES Act Funding

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347
Melody Cox **850-838-3553**

Melody.cox@taylorcountygov.com

MEMORANDUM

DATE: July 28, 2020
TO: Dannielle

FROM: Melody

RE: NEW Budget Request
SHIP Cares Act Funds

Hey there Dannielle,

Please prepare the below for a budget amendment for the new SHIP Cares Act grant. We will need access to these funds prior to the end of the fiscal year. I am going to send you a carry forward budget too because only a portion of the funds will be expended prior to the end of fiscal year and we will need immediate access at the beginning of the fiscal year. As you know, all funds must be expended by December 30 so we will have to move things along quickly.

53401 Contractual Services $42,500 (DW)
Administrative services for the administration and reporting on the SHIP Cares Act Grant

58311 Citizen Utility Costs $25,000
To assist qualified local citizens with utility bills including electric, gas, water, and sewer

58312 Rental Assistance $50,000
To assist qualified recipients with monthly rental payments on homes, apartments and mobile homes. Also for deposits required to rent an apartment, mobile home or single family home.

58313 Mortgage Assistance $50,000
To assist qualified recipients with mortgage payments and foreclosure prevention

54902 Legal Advertising $400
To advertise the SHIP Cares Act Program and application information

58321 Rehabilitation $7,300
Minor rehabs and repairs to qualified single family homes and mobile homes single family

TOTAL BUDGET REQUEST $172,500

I wasn't sure how you wanted the funds divided out. Hope this is how you want it.

Let me know if you have any questions or need more information.

Thanks!

Melody

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Monthly Medicaid Reimbursement
MEETING DATE REQUESTED:	09/08/20

Statement of Issue: **2019/2020 FY**
The Board to consider approval of a budget transfer for $5,629 from the General Fund "Reserve for Contingency" to cover the increase in Medicaid Reimbursement for the month of September 2020.

Recommended Action: **Approval of a Budget Transfer from Contingency for $5,629**

Fiscal Impact: **$5,629 – there was an increase in Medicaid that began in July 2020; this increase amount was unknown when the budget was prepared, therefore it was not budgeted. Contingency funds will be reduced by $5,629 to cover the difference in the September Medicaid Reimbursement payment and the budget.**

Budgeted Expense: **No**

Submitted By: **Dannielle Welch, County Finance Director**

Contact: **838-3506, ext. 122**
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **n/a**

Options: **Approve Budget Transfer**

Attachments: **Expenditure Audit Trail; Emailed Notice of Payment Increase from Department of Revenue dated May 2020**

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: expledgr.key_orgn='0420' and expledgr.account='53003'
ACCOUNTING PERIODS: 1/20 THRU 12/20

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 - 0420 - SOCIAL SERVICES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-560-564-0420-0420 - SOCIAL SERVICES									
53003	COUNTY-SHARE MEDICAID				.00	.00	.00	BEGINNING BALANCE	
10/01/19	11-1				414,992.00			POSTED FROM BUDGET SYSTEM	
10/04/19	19-1		20200040			34,582.66		MEDICAID PYMT 11/19	
11/05/19	19-2		20200115			34,582.66		MEDICAID PYMT 11/19	
12/05/19	19-3		20200134			34,582.66		MEDICAID PYMT 12/19	
01/03/20	19-4		20200184			34,582.66		MEDICAID PYMT 01/20	
02/05/20	19-5		20200293			34,582.66		MEDICAID PYMT 02/20	
03/05/20	19-6		20200294			34,582.66		MEDICAID PYMT 03/20	
04/03/20	19-7		20200356			34,582.66		MEDICAID PYMT	
05/05/20	19-8		20200432			34,582.66		MEDICAID PYMT 05/20	
06/04/20	19-9		20200476			34,582.66		MEDICAID PYMT	
07/02/20	19-10		20200499			36,458.75		MEDICAID PYMT	
08/05/20	19-11		20200542			36,458.75		MEDICAID PYMT 08/20	
TOTAL	COUNTY-SHARE MEDICAID				414,992.00	384,161.44	.00		30,830.56
TOTAL TOTL/DEPT - SOCIAL SERVICES					414,992.00	384,161.44	.00		30,830.56
TOTAL FUND - GENERAL FUND					414,992.00	384,161.44	.00		30,830.56
TOTAL REPORT					414,992.00	384,161.44	.00		30,830.56

36,453.75
30,830.56
000
5,628.19

amount increased July 1, 2020 to $437,505 annually, $36,458.75 monthly

will need $5,629 for September payment DWelch 9/2/20

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Dannielle Welch

From: Marsha Revell <Marsha.Revell@floridarevenue.com>
Sent: Tuesday, May 26, 2020 3:46 PM
To: dwelch@taylorclerk.com
Subject: FY20-21 Medicaid Remittance of County Share of Matching Funds - Effective July 1, 2020

Medicaid Program
Remittance of County Share of Matching Funds
Effective July 1, 2020

Per Section 409.915, Florida Statutes, the Department of Revenue is responsible for collecting the county share of costs for Medicaid recipients. Although the State is responsible for the full portion of the state share of the matching funds required for the Medicaid program, the state is required to charge the counties an annual contribution in order to acquire a certain portion of these funds.

The annual contribution amounts and county percentages are calculated each year by the Social Services Estimating Conference. The conference usually meets in April of each year and provides the amounts to the Department of Revenue. The Social Services Estimating Conference did not meet in April of this year. The last estimates the Department received were estimated by the conference during the winter of the 2019-2020 Fiscal Year. The annual contribution amount and the county percentage are provided in this letter. Please note that the Social Services Estimating Conference may meet after issuance of this letter and adjust the amounts. If that occurs, you will receive another letter providing the adjusted amounts. (See s. 409.915, F.S.)

For the 2020/21 state fiscal year, the total amount of the counties annual contribution is $306,900,000. Taylor County's annual contribution is $437,505.00 , with a monthly allocation of $36,458.75 , which is due to the Department of Revenue by the 5th day of each month. Please use the new monthly amount beginning July 2020.

If the county fails to remit the payment, the Department will reduce the monthly distribution to the county pursuant to Section 218.61, Florida Statutes, (Half-Cent); and if necessary, the distribution to the county pursuant to Section 218.26, Florida Statutes, (Revenue Sharing).

Payments should be submitted on or before 5:00 p.m., ET, on the business day prior to the 5th of each month. A calendar of remittance dates containing deadlines will be provided as soon as it is available. Please immediately report any problems with the remittance system to Marsha Revell at Marsha.Revell@FloridaRevenue.com or (850) 717-7254.

If you have any questions or need assistance, please do not hesitate to contact us.

increase of $1,876.09 per month - effective July 1st.
D Welch

Marsha Revell
Tax Law Specialist
Revenue Accounting
Florida Department of Revenue
(850) 717-7254
Marsha.Revell@floridarevenue.com

NOTIFICATION TO RECIPIENTS: The subject line of this email may indicate that this email has been sent unsecure. This is a default setting which in no way indicates that this communication is unsafe, but rather that the email has been sent unencrypted in clear text form. Revenue does provide secure email exchange. Please contact us if you need to exchange confidential information electronically.

If you have received this email in error, please notify us immediately by return email. If you receive a Florida

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	
Meeting Date:	

Statement of Issue: Deed conveying land from BOCC to Quality Land , LLC due to an apparent gap between the first description in SWD recorded in Book 176, Page 749 and the second description in WD recorded in Book 275, Page 703 and due to an apparent overlap in property described in SWD Book 720, Page 779 and WD Book 275, Page 703

Recommendation: Deed from BOCC to Quality Land, LLC

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

Submitted By: The Curtis Law Firm, P.A.

Contact: Laurel LaValle

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1. _____
2. _____

Attachments:

1. Deed
2. _____

COUNTY DEED

LAND DESCRIPTION FURNISHED BY GRANTOR.

THIS DEED, made this _____ day of _____, 2020, by TAYLOR COUNTY, FLORIDA, party of the first part, and _____, whose address is _____, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA
By its Board of County Commissioners

BY:_____
Printed Name: PAM FEAGLE
Chairperson

(OFFICIAL SEAL)

ATTEST:_____
Printed Name: ANNIE MAE MURPHY
Clerk/Deputy Clerk of the
Circuit Court

THIS INSTRUMENT PREPARED BY:

Conrad C. Bishop, Jr.
Attorney at Law
P. O. Box 167
Perry, Florida 32348
Bar Number: 126073

Description furnished and
title thereto neither
examined or approved by
the above attorney

The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

August 27, 2020

VIA E-MAIL

Donald R. Curtis, III
Attorney at Law
103 North Jefferson Street
Perry, Florida 32347

Re: Deed from Taylor County to Quality Land, LLC

Dear Ray:

Pursuant to our discussion by telephone, please find a form for a Deed from the County as Grantor.

If you have any further questions, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Attachment

Cc: Hon. Annie Mae Murphy (via e-mail)
Ms. LaWanda Pemberton (via e-mail)

Quality Land Deed Issue

Laurel Lavalle <laurel@thecurtislawfirm.com>
Wed 8/12/2020 5:05 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

4 attachments (1 MB)
Title Commitment.pdf; Map Issues.pdf; Deed.pdf; Special Warranty Deed.pdf;

Good afternoon LaWanda,

See map and Title Commitment (Schedule B-I Requirements 4a and highlighted info) attached and let me know if you have any questions.

Black parcel is historical legal description of the subject property.

Blue parcel is new description of the subject property per WD 720/779.

Red parcel is adjacent land owned by Taylor County.

It appears that there is a gap along the east boundary between historical legal description of subject property and adjacent legal description. It appears that Taylor County would still own this land.

The new description of the subject property per WD 720/779 appears to contain more land than Taylor County Development District owned. This description appears to overlap the lands owned by Taylor County.

Please Note: the deed must be signed by the mayor or some other person authorized by the charter and duly attested by the city clerk and sealed with the municipal seal.

Please let me know if you have any questions or concerns.

Thanks, Laurel

--

Laurel LaValle
Closer/Processor
The Curtis Law Firm
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

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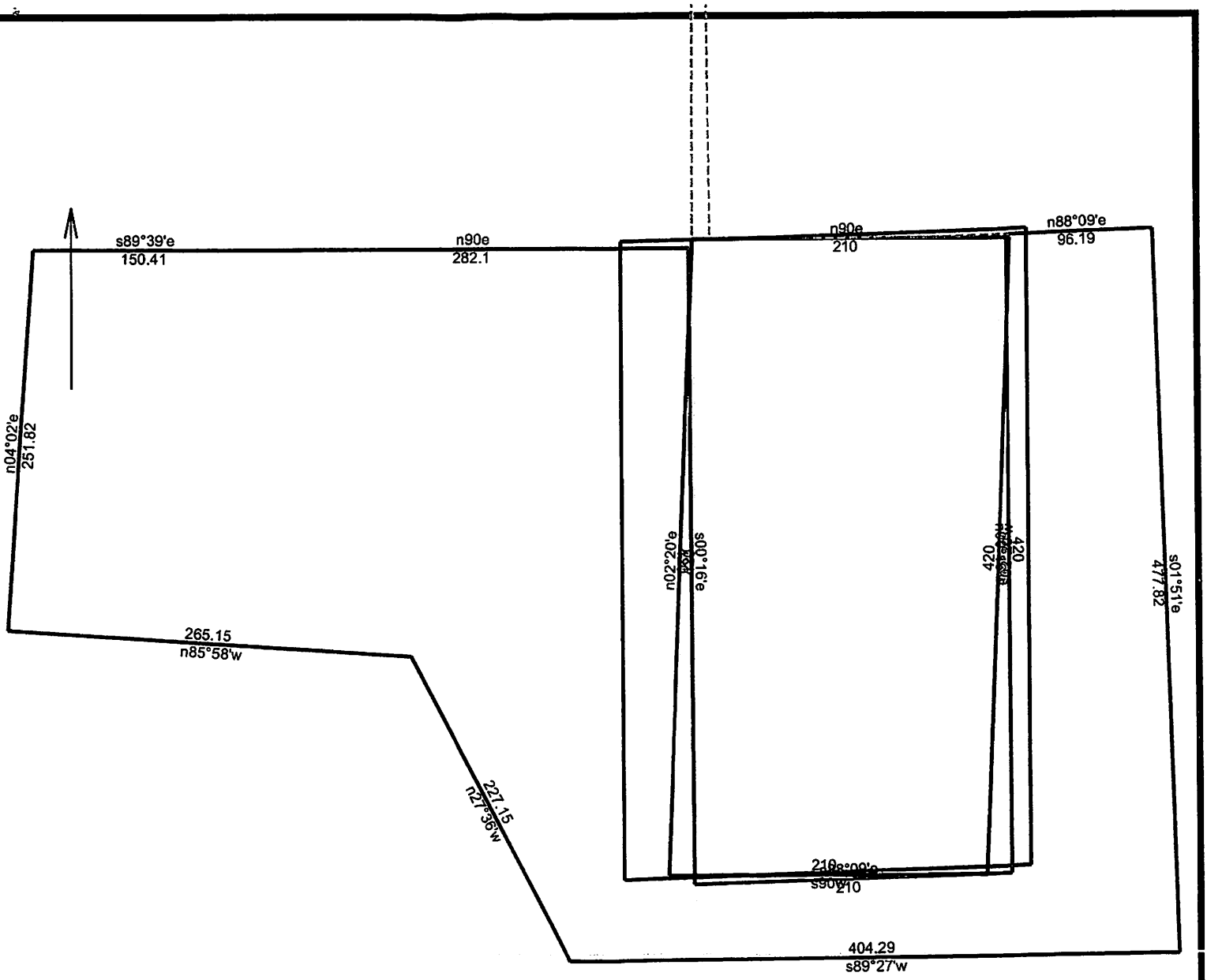

7/23/2020

Scale: 1 inch= 100 feet | File: drawing.ndp

+Tract 1: 2.0231 Acres (88127 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=12[illegible]0 ft.
–Tract 2: 4.6932 Acres (204434 Sq. Feet), Closure: n60.0530e 2.68 ft. (1/1194), Perimeter=320[illegible] ft.
Tract 3: 2.5947 Acres (113027 Sq. Feet), Closure: s50.2938e 0.01 ft. (1/150684), Perimeter=1[illegible]80 ft.
Net Area= -2.6700 Acres, (-116307) Sq. Feet.

01 /ne,se,ne,1,5s,7e
02 /s0w 848.7
03 n90e 210
04 s02.20w 420
05 s90w 210
06 n02.20e 420
07 @0 -
08 /s0w 848
09 /n90e 157.92
10 /n88.09e 52.08
11 n88.09e 96.19
12 s01.51e 477.82
13 s89.27w 404.29
14 n27.36w 227.15
15 n85.58w 265.15
16 n04.02e 251.82
17 s89.39e 150.41
18 n90e 282.1
19 s00.16e 42[illegible]
20 n88.09e 210
21 n00.16w 4[illegible]
22 @0
23 /s00.4653e 848.75
24 Lt, r=1149[illegible].16, delta=000.4713, arc=157.92, chord=n88.1637e 157.94
25 n87.5300e 52.08
26 s00.0513e 420.43
27 s88.0900w 269.00
28 n00.0526w 421.23
29 Lt, r=1149[illegible].16, delta=000.1738, arc=59.01, chord=n88.4902e 58.98

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO APPROVE COVID-19 FEDERALLY FUNDED PUBLIC ASSISTANCE SUBGRANT AGREEMENT #Z1913.
Meeting Date:	SEPTEMBER 8, 2020

Statement of Issue: **The board to approve a sub-grant agreement between FDEM and Taylor County for reimbursement funding related to COVID-19 (DR 4486). #Z1913.**

Recommendation: APPROVE

Fiscal Impact: $ NONE **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **Taylor County departments have begun submitting expenses to the EM department related to the COVID-19 pandemic. In order to receive reimbursement for these expenditures through FEMA, Taylor County must sign a sub-grant agreement with FDEM.**

Options: 1. APPROVE/NOT APPROVE

Attachments: 1. Federally funded sub award and grant agreement.

Agreement Number: Z1913

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Taylor County
Sub-Recipient's unique entity identifier:	065887796
Federal Award Date:	March 13, 2020
Subaward Period of Performance Start and End Date (Cat A-B):	01/20/2020 – Attachment B
Subaward Period of Performance Start and End Date (Cat C-G):	01/20/2020 – Attachment B
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to eligible Sub-recipient as determined by FEMA
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Taylor County (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Type text here

Kristy Anderson
108 North Jefferson Street Suite 103
Perry, Florida 32347
Telephone: 850.838.3575
Email: kristy.anderson@taylorsheriff.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

"a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: $6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling $131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of

$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) <u>LOBBYING PROHIBITION</u>

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Taylor County

By: _____

Name: Pam Feagle

Title: Chair, Taylor County Board of County Commissioners

Date: September 8, 2020

FEID# 59-6000879

Type text here

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions there the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Taylor County						
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligi Amoun
		DR-4486 Total:	$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables
Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late OR
- Withhold $500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature

Pam Feagle Chair of Taylor County BOCC
Name and Title

201 East Green Street
Street Address

Perry, Florida 32348
City, State, Zip

September 8, 2020
Date

Taylor County Board of County Commissioners
Sub-Recipient's Name

Z1913
DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name Pam Feagle	Agent's Name Kristy Anderson
Signature	Signature
Organization / Official Position Taylor County BOCC, Chair	Organization / Official Position Emergency Management Director
Mailing Address 201 East Green Street	Mailing Address 591 Highway 27 East
City, State, Zip Perry, Florida 32348	City, State, Zip Perry, Florida 32348
Daytime Telephone 850.838.3575	Daytime Telephone 850.838.3575
E-mail Address kristy.anderson@taylorsheriff.org	E-mail Address kristy.anderson@taylorsheriff.org
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name	Official's Name Dannielle Welch
Signature	Signature
Organization / Official Position	Organization / Official Position Taylor County Finance Director
Mailing Address	Mailing Address 108 North Jefferson Street
City, State, Zip	City, State, Zip Perry, Florida 32347
Daytime Telephone	Daytime Telephone 850.838-.3506
E-mail Address	E-mail Address dwelch@taylorclerk.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

September 8, 2020
Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:	**Date:**
Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: **Month:**	**Day:**
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000879	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known) 123 - 99123- 00	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Click or tap here to enter text.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

   ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. Return the property to its natural state as though no improvements had been contained thereon;

   iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. Leave the demolished site clean, level, and free of debris;

   vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. Obtain all required permits;

   ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

   xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

   xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

i. The Clean Air Act of 1955, as amended;

ii. The Clean Water Act of 1977, as amended;

iii. The Endangered Species Act of 1973;

iv. The Intergovernmental Personnel Act of 1970;

v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

vii. The Fish and Wildlife Coordination Act of 1958;

viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

ii. EO 11514 (NEPA).

iii. EO 11738 (violating facilities).

iv. EO 11988 (Floodplain Management).

v. EO 11990 (Wetlands).

vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

_____

Signature

Pam Feagle Chair of Taylor County BOCC September 8, 2020

Printed Name and Title Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated withPA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for allPermanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

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[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
   a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
   b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
   a. Not be required to rebuild the facilities back to what existed prior to the disaster.
   b. Be allowed to share funds across all of its Pilot Projects.
   c. Not be required to track costs to specific work items.
   d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
   e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
   f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
   a. Determine the actual SOW and hazard mitigation measures to be implemented; and
   b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based onthe actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	**Use of Fixed-Cost Funds**	**Use of Excess Funds**
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, theApplicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting anywork that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) andwill include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are requiredto execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with anestimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

1) New Time Extension;
   a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
   b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
2) New Project Amendment;
   a) Requests for Alternate Projects; and/or
   b) Requests for Improved Projects; and/or
   c) Requests for Mitigation Opportunities; and/or
   d) Requests for Revised Scope of Work; and/or
   e) Significant Cost Variance (>20%); and/or
   f) Use of Eligible Excess Funds
3) New Project Appeal

a) Applicant Appeal
   i) Request First Appeal; and/or
   ii) Request Second Appeal; and/or
   iii) Request Appeal via Arbitration
b) Project Appeal
   i) Large Project Appeal
      (1) Request First Appeal; and/or
      (2) Request Second Appeal; and/or
      (3) Request Appeal via Arbitration
   ii) Small Project Appeal
      (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:
- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at http://www.fema.gov/alternative-procedures and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.
To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via. the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) A Request for Reimbursement (available in the FDEM Grants Management System);

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and ad dress for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 065887796

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Pam Feagle Chair of Taylor County BOCC

DATE: September 8, 2020

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ■
Not Required for PA Awards (Grants) ■

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2k	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "fundingagreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the **(name of the applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although"covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 ofthe Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing forcompliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide **(insert name of state agency or local or Indian tribal government)**, **(insert name of recipient)**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the **(write in name of the non-federal entity)** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, anddirectives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. Suggested Language.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, orany other party pertaining to any matter resulting from thecontract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to thecontract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Suggested Language.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Taylor County Board of County Commissioners
Sub-Recipient Agency

September 8, 2020
Date

Signature

Pam Feagle, Chair of Taylor County BOCC
Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

_____

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:
Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at *fdem-pa-compliance@em.myflorida.com.*

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: DR 4486

Subrecipient Name (Entity): Taylor County Board of County Commissioners

Fiscal Year End Date: September 30

Risk Assessment Completed by: Dannielle Welch Date: 08/28/20

1. Has this entity ever been suspended or debarred?
   - [x] A. No, this entity has not been suspended or debarred within the last 10 years.
   - [ ] B. Yes, this entity has been suspended or debarred in the last 4-10 years.
   - [ ] C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?
   - [x] A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
   - [ ] B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
   - [ ] C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?
   - [x] A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
   - [ ] B. Yes, this entity has been awarded Public Assistance funding for 1 event.
   - [ ] C. No, this entity has not been awarded Public Assistance funding.

Comments:

this entity has been awarded public assistance for Irma, Michael, Hermine, Dorian, Fay and Debby within the last 10 years

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- [x] A. Yes, obligated large projects.
- [x] B. Yes, obligated small projects.
- [ ] C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- [x] A. Yes.
- [ ] B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
- [ ] C. No, this entity has not been audited yearly for the last 3 years.

Comments:
this entity is audited by an independent auditor on an annual basis

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- [x] A. No.
- [ ] B. Yes, there has been turnover in one (1) Key Personnel position.
- [ ] C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- ☐ A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- ☑ B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- ☐ C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

The Personnel Officer with the County does not have experience with Federal Grants Programs

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- ☑ A. Yes.
- ☐ B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- ☐ C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- ☑ Accounting
- ☑ Conflict of Interest
- ☑ Internal Controls
- ☑ Procurement
- ☑ Timekeeping and Payroll
- ☑ Ethics
- ☑ Inventory, Property, and Equipment Records Retention

Comments:

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: $_____

Category B: $_____

Category C: $_____

Category D: $_____

Category E: $_____

Category F: $_____

Category G: $_____

Category Z: $_____

For FDEM Use Only

FDEM Comments:

_____

_____

_____

_____

_____

Risk Assessment Reviewed by: _____ Date: 08/28/20

Preliminary Result: 16

Risk Rating:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Application for Funding and Authorizing Resolution, to be submitted to the Florida Department of Economic Development 2019/2020 Small Cities Community Development Block Grant Program (CDBG) requesting funding to be used to rehabilitate very low, low, and moderate income homes of qualified applicants.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Board to review and approve CDBG Application for Funding and Authorizing Resolution.**

Recommended Action: **Approval of CDBG funding application and Authorizing Resolution.**

Fiscal Impact: **The County will be requesting funding assistance in the amount of $750,000. The County will be providing a match of $50,000 which has been set aside with SHIP housing funds. These are state funds and can be used for a match for CDBG funds which are federal funds. No additional match will be required from the County.**

Budgeted Expense: **Y/N**

Submitted By: **Melody Cox, Grants**

Contact: **Melody Cox & Jami Evans, Grants Department**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County is requesting funding in the amount of $750,000 to be used to provide housing rehabilitation assistance for very low, low, and moderate income homeowners. If awarded the grant, CDBG program recipients must live outside the Perry city limits. Mobile homes are eligible for this program. Required public hearings for the grant submission were held August 3, 2020 and September 8, 2020.**

Attachments: **Florida Small Cities Community Development Block Grant (CDBG) Application for Funding and Authorizing Resolution.**

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: Taylor County
(Name of Local Government)

☐ Commercial Revitalization ☒ Housing Rehabilitation

☐ Neighborhood Revitalization ☐ Economic Development

Federal Fiscal Year 2019

Application Due Date: October 5, 2020

Mailing Address: Department of Economic Opportunity
Bureau of Community Revitalization
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Fax: (850) 922-5609
Web: http://www.floridajobs.org/SmallCitiesCDBG

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Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- ☒ Part 1 – General Information
- ☒ Part 2 – Application Profile and General Scoring Criteria (Required)
- ☒ Part 3 – Sources and Uses of Non-CDBG Funds
- ☐ Part 4 – Commercial Revitalization
- ☐ Part 5 – Economic Development
- ☒ Part 6 – Housing Rehabilitation
- ☐ Part 7 – Neighborhood Revitalization
- ☒ Part 8 – Certification and Score Summary (Required)
- ☒ Part 9 –Supporting Documentation (Required)
  - ☐ Appendix A: Maps (Required)
  - ☒ Appendix B: Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
  - ☒ Appendix C: Comprehensive Plan Documents (Required)
  - ☒ Appendix D: Public Hearing/CATF Meeting Documentation (Required)
  - ☒ Appendix E: Leverage Documentation
  - ☐ Appendix F: Grant Application Preparation Cost Documentation
  - ☐ Appendix G: Readiness to Proceed Documentation
  - ☒ Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
  - ☐ Appendix I: Documentation Related to Health and Safety Impact Score
  - ☐ Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements
  - ☐ Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
  - ☐ Appendix L: Historic Preservation Documents
  - ☒ Appendix M: Special Designation Documentation
  - ☐ Appendix N: Documentation for Economic Development Applications
  - ☐ Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)
  - ☐ Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
  - ☒ Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation
  - ☐ Appendix R:

Part 2 – Application Profile and General Scoring Criteria

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Application Profile
Table G-1

Local Government Contact Information:

Local Government Name: Taylor County		
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
DUNS Number: 065887796	Local Government's Name in DUNS: Taylor County Board of County Commissioners	

Chief Elected Official: Pam Feagle	Title: Chair
Telephone: 850-584-3681	Facsimile: 850-838-3501
E-mail Address: pfeagle@taylorcountygov.com	

Local Government Financial Officer: Dannielle Welch	Title: Finance Director
Telephone: 850-838-3501 ext. 122	Facsimile: 850-838-3501
E-mail Address: dwelch@taylorclerk.com	

Local Government Project Contact: Jami Evans	Title: Grants Coordinator
Street Address: 401 Industrial Park Drive	
City: Perry	Zip Code: 32348
Direct Telephone: 850-838-3553	Facsimile: 850-838-3501
E-mail Address: Grants.assist@taylorcountygov.com	

Application Profile – Table G-1 (Continued)

Application Preparer Information		
Preparer's Name: Guardian Community Resource Management, Inc.	Organization Preparing Application: ☐ Local Government ☒ Private Company ☐ RPC	
Street Address: 15000 Citrus Country Drive, Suite 331		
City: Dade City	State: Fl	Zip Code: 33523
Telephone: 352-437-3902	Facsimile: 863-583-0357	
E-mail Address: corbett.alday@guardiancrm.com		

Consultant Information		
Consultant's Name: Corbett Alday		☒ Private Company ☐ RPC
Street Address: 15000 Citrus Country Drive, Suite 331		
City: Dade City	State: FL	Zip Code: 33523
Telephone: 352-437-3902	E-mail Address: corbett.alday@guardiancrm.com	

Demographics		
U.S. Congressional District Number: 2	Florida Senate District Number: 3	Florida House District Number: 7
Service Area Census Tract(s) and Block Group(s):		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
☐ Commercial Revitalization (Part 4)	☐ Economic Development (Part 5)
☒ Housing Rehabilitation (Part 6)	☐ Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: 7/29/2020	List the date when the first public hearing was held: August 3, 2020
List the date that the public notice for the second public hearing was published: 8/28/2020	List the date when the second public hearing was held: September 8, 2020

Subgrant Funding Request:
The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is $1,500,000, and the cost per job created must be less than $35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.

LMI Population	Maximum Subgrant Request
1 – 499	$600,000.00
500 – 1,249	$650,000.00
1,250 – 3,999	$700,000.00
4,000 – and above	$750,000.00
Local Government's LMI Population: 4.040	Subgrant Funds Being Requested: $ 750,000

Application Profile
Table G-1 (Continued)

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, documentation must be provided in Appendix L of Part 9. (See instructions.)	☐ Yes	☒ No
Interlocal Agreement Will project activities require an interlocal agreement? If ***yes***, the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	☐ Yes	☒ 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? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	☐ Yes	☒ No
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: $ _____	☐ Yes	☒ No
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	☒ Yes	☐ No

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Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

CDBG funds will be used to rehabilitate (or demolish and replace) a minimum of eleven (11) houses. Funds will also be used for temporary relocation activities. The project budget, LMI benefit and project activities are shown in the table below. Benefit for Low to Moderate Income Persons is the national objective.

ACTIVITY	CDBG BUDGET	ACCOMPLISHMENTS	LMI BENEFIT
Housing Rehabilitation/Demolition/Replacement	$615,500.00	11	100%
Temporary Relocation	$22,000.00	11	100%
Administration	$112,500.00		
Grant Total	**$750,000.00**	11	

Additional Information:

1. The service area for this project will be the unincorporated areas of Taylor County. No activities will occur outside of the Applicant's jurisdiction. Only units in the unincorporated area of the County will be addressed.

2. A minimum of eleven (11) LMI housing units are proposed to be addressed of which no less than three (3) will be "low income" households (households with incomes that do not exceed fifty percent (50%) of the Area Median Income (AMI) for Taylor County are classified as "low income". Also, no less than two (2) households will be classified as "very low income" (households with incomes that do not exceed thirty (30%) of the AMI for Taylor County are classified as "very low" income).

3. Based on a project cost of $637,500, the average CDBG cost per house for the eleven (11) houses will be $57,954.55 for rehabilitation/replacement & temporary relocation.

4. The County plans to use $50,000 in SHIP fund for leverage.

5. The County participates in the National Flood Insurance Program. Units addressed will be required to have flood insurance, where applicable.

6. CDBG funds are needed to rehabilitate/repair/replace deteriorated homes of LMI persons.

7. No DOT or County roads will be impacted by this project.

8. After the eleven (11) homes are addressed, and if funds are available, remaining CDBG funds will be used to rehabilitate additional LMI homes as funds permit.

9. No historically significant structure will be addressed.

10. The project is consistent with the County's Local Comprehensive Plan.

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General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants **(Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)**	**Score:** 36.37
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) **(Transfer this score to line 3a. of the Application Scoring Summary page.)**	**Score:** 20

☒ Rural Area of Opportunity (RAO)	☐ Rural Community as defined by §288.0656, F.S.
☐ Area of Critical State Concern pursuant to §380.05, F.S.	☐ Florida Enterprise Zone pursuant to §290.0065, F.S.

3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. **(Transfer this score to line 3b. of the Application Scoring Summary page.)**	**Score:** 0

4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)

4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, **score 10 points, or** **4b.** If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, **score 5 points.** **(Transfer this score to line 3c. of the Application Scoring Summary page.)**	**Score: 0**

If applicable, list the date that the public notice for the CATF meeting was published: N/A	If applicable, list the date when the CATF meeting was held: N/A

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)

M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.

Most Recent Administratively Closed Small Cities CDBG Contract Number:	18DB-OM-03-72-01-H 02

84,897 Amount Awarded to M/WBE firms	÷	750,000 Total Prime Contracts Amount	X 100 =	8.83 M/WBE %

M/WBE %	**Points**
0.0 – 4.99%	0
5.0 – 14.99%	5
15.0 – 19.99%	10
20.0 – 24.99%	15
25.00%+	20

5a. M/WBE Contracting Score:

5
(Maximum 20 points)

If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.

Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.

Number of Permanent Full-time Equivalent Minority Applicant Employees	÷	Number of Permanent Full-time Equivalent Applicant Employees	=	Applicant's Percentage of Minority Employees
10		82		12.19%

Enter percentage of minorities in the applicant's county: 24.2%

If the "Prorated 60 Points Score" is claimed, complete the following equation:

Applicant's Percentage of Minority Employees	÷	Percentage of Minorities in Applicant's County	=	Applicant's Percentage of Minority Employees	X 60 =	Points Claimed
12.19		24.2		.5037		30.22

If the applicant has three or less employees, 40 points may be claimed.	
5b. Local Government Minority Employment Score (60 Points Maximum):	30.22

6. Outstanding Performance in Fair Housing

The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.

	Date	Score
6a. Date Fair Housing Ordinance Adopted:	9/7/1988	5
6b. Date of Fair Housing Workshop:	8/3/2020	5
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):	10	

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: 45.22

(Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
(90 points maximum)

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Part 3 – Sources and Uses of Non-CDBG Funds

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
14A	SHIP funds	50,000.00	$0	Taylor County
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
	Totals	$50,000.00	$0	
	Total Funds Claimed for Leverage Scoring	$50,000.00		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

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Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR **Communities with a LMI Population of 1,249 or Less** $ _____ ÷ $1,000 = _____ Points (25 Points Maximum)
Leverage Points Calculation for NR, CR, and HR **Communities with a LMI Population of 1,250 or More** $50,000.00 ÷ $2,000 = 25 Points (25 Points Maximum)
Leverage Points Calculation for ED $ _____ ÷ $10,000 = _____ Points (125 Points Maximum)

Leverage Score: 25

(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8. 25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)

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Part 6 – Housing Rehabilitation

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Category Impact
CDBG Funds and Activity Goals Score — Table H-1

	A	B	C	D	E	F
Activity #	Activity Name	Enter CDBG Activity $	% of CDBG Project Cost (B ÷ 1)	Goal Points	Activity Goal Score (C x D)	# of Housing Units To be Addressed by Activity
01	Acquisition (in support of)	$	%	*		
01	Acquisition in 100 Year Floodplain	$	%	75		
04	Clearance	$	%	35		
15	Code Enforcement	$	%	45		
04A	Demolition (without subsequent construction)	$	%	50		
16A	Historic Preservation - Residential	$	%	35		
14A	Housing Rehab/Demolition/Replacement	$615,500	96.55%	75	72.41	11
08	Permanent Relocation as a part of Hazard Mitigation	$	%	75		
08	Permanent Relocation – Other	$	%	50		
14A	Potable Well Installation**	$	%	70		
14A	Removal of Housing Architectural Barriers	$	%	75		
14A	Septic System Installation**	$	%	70		
14A	Sewer Hookups**	$	%	70		
08	Temporary Relocation	$22,000	3.45%	75	2.59	11
14A	Utility Hookups, Other**	$	%	60		
14A	Water Hookups**	$	%	70		

1. Add Column B to get the CDBG Project Cost	$637,500	**4. Add Column E to get the Total Activity Goal Score:** 75 (75 Points Maximum)	Total Unduplicated Number of Housing Units to be Addressed by All Activities: 11
2. Enter CDBG Administrative Funds (Maximum of 15% of Total CDBG Funds Requested)	$112,500	* Goal points for this activity are same as the activity supported by the acquisition. ** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.	
3. Add 1 and 2 for Total CDBG Funds Requested	$750,000		

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Low Income and Very Low Income Beneficiary Impact Score

Option 1: Housing Rehabilitation (Housing Rehab/Demolition/Replacement)
5a. Number of homes to be addressed whose occupants qualify as "low income:" (Note: "low income" (LI) means the household income is between 30.01% - 50% of median income for your county)
"Low income" beneficiary impact points: 3 homes* X 50 = 150 points (150 Points Maximum)
5b. Number of homes to be addressed whose occupants qualify as "very low income:" (Note: "very low income" (VLI) means the household income does not exceed 30% of median income for your county) 1 home: score = 55 points; 2 homes: score = 85 points:
"Very low income" beneficiary impact points: 2 home(s) = 85 points (85 Points Maximum)
Option 2: Hookups Only (Sewer, Water or Other Utility)
5c. Number of households to be hooked up whose occupants qualify as "low income:"
"Low income" beneficiary impact points: homes* X 7 = points (175 Points Maximum)
5d. Number of households to be hooked up whose occupants qualify as "very low income:"
"Very low income" beneficiary impact points: home(s) X 6 = points (60 Points Maximum)
5e. Total "Low Income" and "Very Low Income" Beneficiary Impact Score (5a+5b) or (5C+5d): 235 (235 Points Maximum)
* If a Recipient serves more "very low income" homes than scored on this application, those additional homes can be counted to meet the number of "low income" homes that the Recipient committed to serve.

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Average CDBG Cost per LMI Housing Unit

6a. Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

$637,500	÷	11	=	$57,954.55.
CDBG Project Cost		Total Number of LMI Housing Units		Average CDBG LMI Housing Unit Cost

Enter the appropriate score from the chart below on line 6b.

Option 1. Rehab - Average CDBG Cost Per LMI HU	Score
Less than $62,250	120
$62,250 to $65,000	105
$65,000 to $66,999	90
$67,000 to $68,999	75
$69,000 to $70,999	60
$71,000 to $72,999	45
$73,000 to $74,999	30
$75,000 to $76,999	15
$77,000 to $77,999	0
$78,000 to $78,999	-50
$79,000 and above	-100

Option 2. Hookups - Average CDBG Cost Per LMI HU	Score
Less than $2,200	100
$2,200 to $3,099	80
$3,100 to $3,999	60
$4,000 to $4,899	40
$4,900 and above	20

6b. Average CDBG Cost per LMI Housing Unit Score: 120

"Green" Rehabilitation Standards

7a. If the Housing Assistance Plan (HAP) requires all the minimum "green" standards identified in the instructions, **score 45 points:**	45
7b. If the HAP requires all the supplemental "green" standards identified in the instructions, **score 30 points:**	30
7c. "Green" Rehabilitation Standards (7a + 7b) Score:	75

Category Summary Score (4+5e+6b+7c=): 505

(Transfer this score to line 3e. in the HR column on the Application Scoring Summary page – Part 8, page 4.)

(Cannot exceed 505 points.)

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Part 8 – Certification and Score Summary

DRAFT

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
- The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
- A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.

2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
10. Has authorized the submission of this application by vote of the local governing body.
11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Pam Feagle, Chair
Date:
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: J. Corbett Alday, COO
Name of Firm or Agency: Guardian Community Resource Management, Inc.

DRAFT

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: Taylor County					(For DEO Use Only) Application Number: _____	
Enter Type of Application: ☐ **Commercial Revitalization** ☒ **Housing Rehabilitation** ☐ **Economic Development** ☐ **Neighborhood Revitalization**						
Title/Score	**Part**	**Page**	**CR**	**ED**	**HR**	**NR**
1. Community-Wide Needs Score (250 Points Maximum)					36.37	
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)					45.22	
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)					20	
3b. Grant History Score (100 Points Maximum)					0	
3c. CATF Score (10 Points Maximum)					0	
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)					25	
3e. Category Summary Score					505	
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)					550	
4. **Total Application Score** (1+2+3f) (1000 Points Maximum)					631.59	
Less Penalties Assessed (For DEO Use Only)						
Final Score (For DEO Use Only)						

DRAFT

Part 9 –Supporting Documentation

DRAFT

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

DRAFT

RESOLUTION NO. 2020-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN, OR THE COUNTY MANAGER, TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF THE TAYLOR COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND APPROVAL OF THE CDBG HOUSING ASSISTANCE PLAN (HAP) AND AUTHORIZE LOCAL REVENUES AS CDBG LEVERAGE, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

NOW, THERFORE, BE IT RESOLVED by the Taylor County Commission, in regular session this 8th day of September 2020, as follows:

WHEREAS the Taylor County is experiencing a need for physical improvements to benefit low-to-moderate income households.

Now, therefore, be it resolved by the County Commission that:

WHEREAS, The Community Development Block Grant program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income households indicated in the proposed Fiscal Funding Year (FFY) 2019/2020 CDBG application.

WHEREAS, The County Commission directs the Chairman, or County Manager, to sign all necessary certifications of the Community Development Block Grant application.

WHEREAS, The County Commission directs the Chairman, or County Manager, to execute and submit the FFY 2019/2020 CDBG application to the Florida Department of Economic Opportunity (FDEO) for state approval.

WHEREAS, The County Commission directs the Chairman, or County Manager, to execute and submit the required CDBG Housing Assistance Plan (HAP) to FDEO.

WHEREAS, The County Commission authorizes the Chairman, or County Manager, to execute and submit additional information in a timely manner as may be required by the FDEO application, award agreement or other State or Federal request related to said application and award agreement.

WHEREAS, The County Commission does hereby commit to spend $50,000 in general funds on CDBG eligible activities identified in the Taylor County FFY2019 CDBG application as local government leverage in accordance with the applicable rules and guidelines as set forth by the FDEO, subject to grant award.

WHEREAS, The County Commission does hereby commit to expend all local government leverage between the time of site visit and the time of administrative close-out for said application, in accordance with applicable rules and guidelines as set forth by the FDEO.

WHEREAS, The proposed CDBG application is consistent with the local comprehensive plan.

WHEREAS, The proposed CDBG application is consistent with the County's adopted Community Development Plan.

WHEREAS, That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of County Commissioners of Taylor County in its regular session on this 8th day of September 2020.

: BOARD OF COUNTY COMMISSIONERS

_____
Pam Feagle
Chairman

ATTEST

_____
Annie Mae Murphy
Clerk of Court

APPROVED AS TO FORM
AND CORRECTNESS

_____
Conrad Bishop
County Attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider pursuit of further legal action concerning a Code Enforcement case at 2890 Glover Carlton Rd. due to excessive accumulation of fines.
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: Consider legal action by County Attorney

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☒ N/A ☐

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The issue centers on a parcel of land owned by Juan & Myrtle Hernandez and is located at 2890 Glover Carlton Rd. The complaint type is junk, debris and abandoned property. Joe Brenner, the present Code Enforcement Officer, took over the case on May 20, 2018 and after a site visit determined that there existed a violation of Section 30-73 of the Code of Ordinances. On June 4, 2018 a certified letter was mailed to the property owners requiring that the violation be mitigated within 30 days of the notice. A subsequent inspection found that no effort had been undertaken to remove the violation. A 2nd letter was sent notifying the owners that if cleanup did not take place within an additional 30 day span the issue would be scheduled for a hearing before the Special Magistrate. Joe Brenner spoke with one of the owners who stated that they would get the property cleaned up and Mr. Brenner responded that if they did not, a hearing would take place. After finding no changes in the property, Mr. Brenner placed a placard on the property stating the violation and potential hearing. A hearing was scheduled for October 30, 2018 and letters were mailed to the property owners via both certified and regular mail and a placard was placed on the property stating the time and date of the hearing. The hearing took place on October 30, 2018. The Special Magistrate ruled that if the violation was not removed within 30 days, a fine of $50.00 per day would commence. The fines accumulated as of September 1, 2020 total $32,000.00 and the just value reflected on the Property Appraisers website is $30,790.00.

Options:

1. Turn issue over to the County Attorney
2. Allow fines to continue to accumulate

Attachments:

1. Copy of Magistrate's Order
2. Recent photos of the site.

Copy Mailed on 11-17-18

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MAGISTRATE

TAYLOR COUNTY CODE
ENFORCEMENT OFFICER,

Petitioner,

vs.

JUAN S. & MYRTLE D. HERNANDEZ,

Respondents.

_____/

ORDER FINDING VIOLATION OF CODE SECTION(S) 30-73

THIS MATTER was heard on October 30, 2018. Taylor County Code Enforcement Officer Joseph Brenner was present. Respondents JUAN S. & MYRTLE D. HERNANDEZ were not present. The hearing was properly noticed to begin at 1:00 p.m.

Taylor County Code Enforcement Officer Joseph Brenner was duly sworn. Officer Joseph Brenner introduced into evidence a copy of the Notice of Violation, dated May 30, 2018, and testified that the same was provided to Respondents on October 24, 2018 by certified mail. Another notice was provided on July 24, 2018

Officer Joseph Brenner further testified that Respondents were in violation of Taylor County Ordinance Section(s) 30-73 as of the date that the Notice of Hearing was provided to Respondents. Officer Joseph Brenner further testified that on May 30, 2018, he visited Respondents' property. He observed junk and trash openly stored on the Respondents' property . He also observed what appeared to be inoperable and abandoned automobiles. He introduced into evidnce eleven exhibits, comprised of photographs, copies of notices, and return receipts.

After due consideration of this matter and after having the opportunity to review and consider the aforesaid testimony and evidence, and after having observed and considered the candor and demeanor of the witnesses who appeared and testified before me, and having endeavored to resolve all conflicts of facts in the evidence presented herein, I hereby make the following findings of fact and conclusions of law:

1. The undersigned Special Magistrate has jurisdiction of the subject matter of this matter.
2. Respondents are the owner, lessee, or current occupant of the subject property located at 2890 Glover Carlton Rd, Perry FL 32348.
3. Respondents were provided proper notice of violation of County Code Section(s) 30-73, and were directed therein to cure the alleged violation within 30 days.

4. Respondents did not cure said alleged violation within 30 days.
5. Respondents were further provided proper notice of this hearing.
6. It is unlawful to permit or to cause thereon the open storage and accumulation of junk, trash and abandoned property prohibited on residential, commercial and agricultural property, in violation of Taylor County Code Section(s) 30-73.
7. The undersigned Special Magistrate finds that Respondent were and are still openly storing junk and trash on their property, including inoperable vehicles.
8. As such, the undersigned Special Magistrate finds that the Respondents are in violation of Taylor County Code Section(s) 30-73.
9. The undersigned Special Magistrate is authorized to impose:

For a first violation, an order to correct the violation by a date certain. Thereafter, if the violation has not been cured, the undersigned Special Magistrate may impose up to a $250.00 per day fine and in addition, may include all costs of repairs pursuant to subsection (a) of Taylor County Code Section 2-153. However, if the undersigned Special Magistrate finds that the violation is irreparable or irreversible in nature, he may impose a fixed fine not to exceed $5,000.00. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. Said fine shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever comes first. A lien arising from said fine runs in favor of the board of county commissioners, and the board of county commissioners may execute a satisfaction or release of said lien. After three months from the filing of any such lien which remains unpaid, the code enforcement Special Magistrate may authorize the board of county commissioners' attorney to foreclose on the lien. No lien created hereunder may be foreclosed on real property which is a homestead under article X, section 4 of the State's Constitution.

For a repeat violation, up to a $500.00 per day fine and in addition, may include all costs of repairs pursuant to subsection (a) of Taylor County Code Section 2-153. The fine may date back to the date that the Code Enforcement Officer, in the Notice of Violation, required that the Respondent cure the alleged violation. However, if the undersigned Special Magistrate finds that the violation is irreparable or irreversible in nature, he may impose a fixed fine not to exceed $5,000.00. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such

order shall not be deemed to be a court judgment except for enforcement purposes. Said fine shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever comes first. A lien arising from said fine runs in favor of the board of county commissioners, and the board of county commissioners may execute a satisfaction or release of said lien. After three months from the filing of any such lien which remains unpaid, the code enforcement Special Magistrate may authorize the board of county commissioners' attorney to foreclose on the lien. No lien created hereunder may be foreclosed on real property which is a homestead under article X, section 4 of the State's Constitution.

10. The undersigned Special Magistrate finds that Respondents are not repeat violators.

The undersigned Special Magistrate finds that based upon testimony offered and evidence submitted, Respondents are in violation of County Ordinance Section(s) 30-73. Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Respondents are ordered to remove all openly stored junk and trash (including inoperable automobiles), on or before November 30, 2018. If Respondents fail to do so on or before the aforementioned date, fines in the amount of $50.00 per day are imposed and will thereafter accrue.

2. The Code Enforcement Officer shall review the matter for compliance on the day following November 30, 2018, to determine if it the violation has been cured. If the violation has been cured, the Code Enforcement Hearing Officer shall sign the acknowledgement below and shall record the same in the Official Records of Taylor County.

DONE AND ORDERED on November 5, 2018.

DONALD R. CURTIS III
Special Magistrate
103 North Jefferson Street
Perry, FL 32347

A copy of the foregoing has been furnished by US Mail to: Taylor County Code

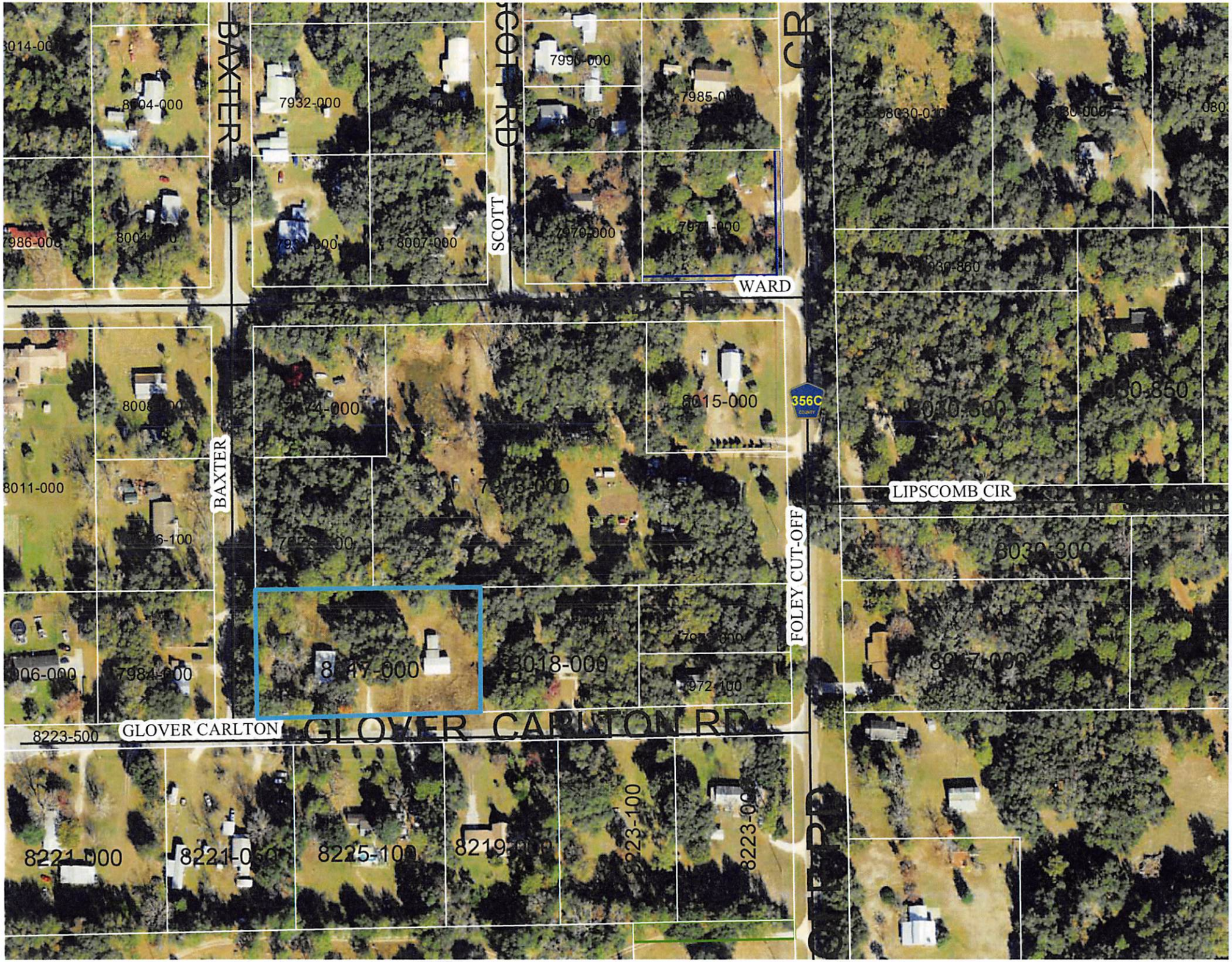
Enforcement Officer, 201 E. Green Street, Perry, FL 32347; and JUAN S. & MYRTLE D. HERNANDEZ, 2890 Glover Carlton Rd, Perry FL 32348 , on November 5, 2018.

DONALD R. CURTIS III
Special Magistrate

I, Joseph Brenner, Code Enforcement Officer for Taylor County, Florida, do hereby state that the Respondents have cured the violations found herein as of the _____ day of _____, 20_____.

Joseph Brenner

Pursuant to Taylor County Code Section 2-155, an aggrieved party, including the board of county commissioners, may appeal a final administrative order of the code enforcement board in the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the code enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.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8223-500
8221-000
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	
Meeting Date:	September 08, 2020

Statement of Issue:
Big Bend Water Authority Taylor County Board Member Opening

Recommendation:

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

Submitted By: Laura Valentine

Contact: Mark Reblin 352-498-3576

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: 1.

2.

Attachments: 1.

2. _____

BIG BEND WATER AUTHORITY

BBWA is accepting applications for (1) two year term board member in Steinhatchee, FL, (Taylor County service area).

Applicant must reside/homestead in the BBWA-Taylor County service area. *This is a non-paying position.*

Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576.

All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E Green St, Perry, FL, 32347. Applications must be received no later than September 4, 2020, at the close of the business day (5:00 p.m.).

BIG BEND WATER AUTHORITY

BBWA is accepting applications for (1) two year term board member in Steinhatchee, FL, (Taylor County service area). Applicant must reside/homestead in the BBWA-Taylor County service area. This is a non-paying position.
Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576.

All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E Green St, Perry, FL, 32347. Applications must be received no later than September 04, 2020, at the close of the business day (5:00 p.m.).

BIG BEND WATER AUTHORITY
BOARD OF DIRECTORS APPLICATION

NAME: Wendell McKinnon

MAILING ADDRESS: PO Box 751

CITY: Steinhatchee STATE: FLORIDA ZIP: 32359

HOME PHONE: 352-498-8108

WORK PHONE: 407-908-8356

EMAIL: wendellmckinnon@gmail.com

EMPLOYER: self employed : retired

JOB TITLE:

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 7 + property owner 20 yrs

REGISTERED VOTER IN TAYLOR COUNTY: YES: ✓ NO: ____

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ✓ NO: ____

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

received 07/24/2020

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8/19/20
DATE

SIGNATURE

I have served on various community, county and state boards for many years before moving to Steinhatchee, Fl., as well as being a successful business owner for 25 + years.

City of Kissimmee Planning Board 9 years

Kissimmee City Commissioner 8 years 1998-2006

Osceola Council on Aging 8 years

Osceola Lake Advisory Board 4+ years

MetroPlan Orlando: board member 8 years, Chairman, Vice Chairman, Secretary/Treasurer

East Central Florida Regional Planning Council 8 years

State MPOAC Governing Board 2 years

Tri-County League of Cities Board; office of President 8 years

Florida League of Cities Board of Directors 2 years

Central Florida MPO Alliance

Osceola County LCAB Board 4+ years

Toho Water Authority Board 6 years

After Moving to Taylor County, Steinhatchee Fl: I love this community and feel my previous experience could benefit the Big Bend Water Authority.

Big Bend Water Authority 3 years

Serving these past 3 years I am honored to be a part of this accelerated growth within Steinhatchee, Jena and Big Bend Water Authority. I feel it's important to maintain continuity on our board. Looking forward there is still much to accomplish.

Re: BBWA Board Member

bbwa <bbwa@bellsouth.net>
Tue 9/1/2020 11:12 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Current board members

Dixie County Commisioner W.C. Mills
Howard Hart, Dixie County off next year
Wendell McKinnon, Taylor County off this year
Charlie Norwood, off this year (floater position goes to Dixie this year)
Currently dont have a Taylor County Commisioner
Margaret Corbin, Dixie County off this year

On Friday, August 28, 2020, 04:24:10 PM EDT, LaWanda Pemberton <lpemberton@taylorcountygov.com> wrote:

Thank you... a listing of who is on the board and their terms.

Thanks so much !
LaWanda

From: bbwa <bbwa@bellsouth.net>
Sent: Friday, August 28, 2020 4:23 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Re: BBWA Board Member

See attached advertisement. What are you meaning roster?

On Friday, August 28, 2020, 10:37:33 AM EDT, LaWanda Pemberton <lpemberton@taylorcountygov.com> wrote:

Good morning

Can you please send me a current roster and a copy of the advertisement ?

THANKS !
LaWanda

From: bbwa <bbwa@bellsouth.net>
Sent: Wednesday, August 19, 2020 3:01 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; LaWanda Pemberton <lawanda.pemberton@taylorcountygov.com>; Marsha Durden <mdurden@taylorcountygov.com>
Subject: BBWA Board Member

Good afternoon,

Please see attached, is it to early to send this to you (agenda form)? I am having it advertised it in the paper for 2 weeks. Please advise.

Thanks and have a great afternoon,

Laura Valentine,
BBWA
352-498-3576

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Florida Forest Festival Dawn Perez PO Box 1062 Perry, FL 32348
MEETING DATE REQUESTED:	September 8, 2020

Statement of Issue: **Florida Forest Festival**
Recommended Action: Hold Fireworks with safety precautions

Fiscal Impact:

Budgeted Expense: **N/A**

Submitted By: **Jack Smith**

Contact: **Dawn Perez**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **None**

Options: **N/A**

Attachments: **None**

Safety Plan for Firework Show October 24, 2020

Time: 8:00 p.m.

- Spectators will be encouraged to socially distance.
- Stay on or in your vehicle with no co-mingling.
- We are not opening the tarmac to the public.

3d-H

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO DISCUSS MUD BOG SPECIAL EVENTS PERMIT FOR IRON HORSE MUD BOG OCTOBER 15-17, 2020.
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: T0 DISCUSS PREVIOUSLY APPROVED MUD BOG SPECIAL EVENT PERMIT.

Recommended Action:

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD OF COUNTY COMMISSIONERS PREVIOUSLY APPROVED A MUD BOG SPECIAL EVENT PERMIT APPLICATION ON FEBRUARY 2, 2020 FOR DATES MARCH 5TH-8TH, MAY 15th- 17th AND OCTOBER 15th-18th. THE MARCH AND MAY EVENTS WERE CANCELED DUE TO COVED. THE OCTOBER EVENT IS BEING ADVERTISED CURRENTLY WITH REDUCED ATTENDANCE AND A SAFETY PLAN IN PLACE.

DUE TO THE LOCAL STATE OF EMERGENCY IT WOULD APPEAR THAT THE BOARD SHOULD REVIEW THE PERMIT PREVIOUSLY GRANTED.

Options:

Attachments:
ORIGINAL APPLICATION
LOCAL STATE OF EMERGENCY DECLARATION
SAFETY PLAN

LOCAL STATE OF EMERGENCY DECLARATION
COVID-19 #1

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19, and

WHEREAS, the Center for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, under certain circumstances, certain people will have an increased risk of infection, for example healthcare, first responders, and emergency medical services workers caring for patients with COVID-19 and other close contacts of persons with COVID-19; and

WHEREAS, it is the duty of Taylor County to take protective measures – including activation of the emergency operations center when necessary, procurement of personal protective equipment, consequence management, and similar activities to support the public health and safety of the community.

WHEREAS, The President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, certain specialized equipment and personnel may be required to adequately respond to the needs of its citizens; and

WHEREAS, other measures may have to be taken in order to mitigate the potential for causing further threatening conditions with the County; and

WHEREAS, Chapter 253.38(3)(a), Florida Statutes, provides authority for a political subdivision such as Taylor County to declare a state of local emergency and to exercise certain power and authority to safeguard the lives and property of its citizens.

NOW THEREFORE, IT IS RESOLVED this 17th day of March 2020, that the COVID-19 pandemic poses a serious threat to the health and lives of residents and guests

of Taylor County and that a State of Local Emergency is declared effective this 17th day of March 2020, for all the territory within the legal boundaries of Taylor County, including all the territory within the legal boundaries of Taylor County, including all of the unincorporated and incorporated areas.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Taylor County, through its designated Policy Group, hereby incorporate the above WHEREAS clauses herein and hereby authorize the exercise of its authority and powers pursuant to Florida Statutes 252.38(3) (a) which include the authority and power to:

[1] **CONTRACTS, EQUIPMENT, SUPPLIES:** Appropriately expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the Federal and State Emergency Management Agencies.

[2] ADDITIONAL PERSONNEL: Appoint, employ, remove, or provide (with or without compensation), coordinators, rescue teams, fire and police personnel, and other emergency management workers.

[3] EMERGENCY OPERATING CENTERS: Establish as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

[4] ASSIGNMENT - COUNTY PROPERTY/PERSONNEL: Assign and make available for the duty the offices and agencies which operate under the Board of County Commissioners of Taylor County, including employees, property, and equipment thereof relating to sheltering, firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of Taylor County. Furthermore, the County Administrator is authorized to adjust work conditions including leave policies and suspend union bargaining agreements pursuant to the relevant articles therein, if necessary.

[5] REQUEST FOR ASSISTANCE: Request State assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency effecting Taylor County. The Local State of Emergency will remain in effect within the legal boundaries of Taylor County, Florida for seven (7) days from the date hereof and may be extended as necessary in seven (7) day increments. The County Administrator is hereby authorized to execute extensions of the Local State of Emergency as deemed necessary.

[6] WAIVER OF PROCEDURES AND FORMALITIES OTHERWISE REQUIRED: Due to the Local State of Emergency, effective immediately, the procedures and formalities required of the County by law or ordinance are hereby waived as they pertain to:

(a) Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the Community, including but not limited to denying or revoking permits for public gatherings and/or cancelling mass gatherings taking place in Taylor County during the Local State of Emergency. A mass gathering is defined by the Center for Disease Control as 50 people or greater, however, this number is subject to amendment should the circumstances of the situation change;

(b) Entering into contracts;

(c) Incurring obligations;

(d) Employment of permanent and temporary workers;

(e) Utilization of voluntary workers;

(f) Rental of equipment;

(g) Acquisition and distribution with or without compensation of supplies, materials and facilities, and;

8. Appropriation and expenditure of public funds.

Alterations or Rescission:
This declaration of a Local State of Emergency may be altered or rescinded either by the issuance of a subsequent Executive Order or by an appropriate Resolution of the Board of County Commissioners.

DONE, ORDERED AND ADOPTED this 17th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY SEAL FLORIDA

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

ATTEST:

ANNIE MAE MURPHY
Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider an application for Mud Bog Special Events at the Iron Horse Mud Bog site for March 5th–8th, May 15th – 17th, and October 15th – 18th with attendance expected to be greater than 1,000.
MEETING DATE REQUESTED:	February 18, 2020

Statement of Issue: Mud Bog Special Events for more than 1,000 attendees.

Recommendation: Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A Mud Bog Special Event application was submitted to the planning department on 1/21/2020 to hold Mud Bog Special Events at the Iron Horse Mud Bog site located at 8999 S US 19. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last completed on Monday, 2/3/2020. Notice was advertised in the local paper on Wednesday, February 5th and notice was individually mailed to all parties within 660 feet of the event activities.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

MALCOLM PAGE	JIM MOODY	SEAN MURPHY	PAM FEAGLE	THOMAS DEMPS
District 1	District 2	District 3	District 4	District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: **$250.00**

PERMIT TYPE: MUD BOG

DATE: 1/21/2020

APPLICANT NAME: 3 Ponds, LLC, DBA Iron Horse Mud Ranch

MAILING ADDRESS: P. O. Box 22, Perry, Florida 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 S US 19

PHONE#: 813-909-3288

PARCEL #: 08744-200 and 08743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

1. Big Ponds, LLC
2. Jack Fernandez
3. Sandra Laura Lee
4. Andyland, LLC
5. Martin Ellison Estate
6.
7.
8.

EVENT DATE(S): START: 03/05/2020, 05/15/2020, 10/15/2020 END: 03/08/2020, 05/17/2020, 10/18/2020

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1,000+ MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY *
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUG BOG 2020

1.	APPLICANTS NAME	X
2.	OWNERS NAME	X
3.	PHYSICAL LOCATION	X
4.	LEGAL DESCRIPTION	X
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	X
6.	DATE & HOURS OF EVENT	X
7.	MAXIMUM ATTENDANCE *states cannot be determined	X*
8.	SECURITY STATEMENT	X
9.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	X
10.	MAP OF PROPERTY	X
11.	PROPERTY WITHIN 660 FEET OF EVENT	X
12.	LOCATION OF PARKING	X
13.	LIST OF OWNERS WITHIN 660 FEET	X
14.	ENTRY CONSENT STATEMENT	X
15.	HOLD HARMLES STATEMENT	X
16.	ADJOINING PROPERTY OWNER STATEMENT	X
17.	WASTE HAULER STATEMENT	X
18.	INSURANCE STATEMENT	X
19.	SANITARY FACILITY PROVIDER STATEMENT	X
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	X

COMPLETED BY: W D Griner DATE: 02/03/2020

William D. (Danny) Griner

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

RT 209 PROPERTIES _____ _____
Print Name Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

SANDRA LAURA LEE _____ _____
Print Name Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

_____ _____
Print Name Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

_____ _____
Print Name Signature

****

SPECIAL EVENT WAIVER

DATE: 4/5/19

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

David Kirkpatrick
Print Name

David Kirkpatrick
Signature

****

SPECIAL EVENT WAIVER

DATE: October 3, 2015

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

The Jacinto J. Fernandez Grandchildren's
Irrevocable Trust

By: Vincent Fernandez, Trustee
Print Name

Signature

Hilton Gary Wells

****

DATE: 3/9/2011

SPECIAL EVENT WAIVER Event must be a mini of 450 feet. (Four hundred fifty feet) awa from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Andrew KOTSAFTIS
Andy Ionoff, LC
Print Name

Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

_____ _____
Print Name Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

_____ _____
Print Name Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

_____ _____
Print Name Signature

606 928 0093

J.M Ellison Estate

****

SPECIAL EVENT WAIVER

DATE: 3/6/19

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Diana Hathcock
Print Name

Diana Hathcock
Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

_____
Print Name

_____
Signature

****

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

_____
Print Name

_____
Signature

****

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Leslie Anderson
Swann Insurance Agency Inc 105 1/2 N. Jefferson St Perry, FL 32347	PHONE (A/C, No, Ext): 850-584-5800 FAX (A/C, No): E-MAIL ADDRESS: swanninsurance@fairpoint.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Kinsale Insurance Company
INSURED 3 Ponds LLC- DBA Iron Horse Mud Ranch 8999 US Highway 19 South Perry, FL 32348	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			0100099979-0	10/31/2019	10/31/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER.							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Taylor County Board of County Commissioners
201 E. Green St
Perry, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leslie Anderson (A313647)

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Taylor County Fire Rescue

501 Industrial Park Dr. – Perry FL 32348 (850) 838-3522 Fax (850)838-3524

1/15/2020

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog ATV/UTV only event beginning on May 15th 2020. A dedicated fire watch consisting of a single fire fighter with basic fire suppression /medical equipment and direct radio communication with 911 dispatch on site on May 15th, 16th, and 17th. The fire watch will begin at 08:00 AM each morning and conclude at 10:00PM, conclusion time may be extended should the situation dictate.
At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. The event staff will utilize an established emergency plan.

Dan Cassel
Fire Chief

Taylor County Fire Rescue

501 Industrial Park Dr. – Perry FL 32348 (850) 838-3522 Fax (850)838-3524

1/9/2020

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog event beginning March 5th 2020. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be onsite March 5th, 6th, and 7th. The fire watch will begin at 08:00 AM each morning and conclude at 10:00 PM, conclusion time may be extended should the situation dictate.
At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing day of March 8th fire coverage will be provided by the event staff utilizing an established emergency plan that will have event staff utilize the mobile fire extinguishers and call 911 dispatch should a fire occur.

Dan Cassel
Fire Chief

DocuSign Envelope ID: D0381601-27B2-4483-9EDD-5A188309AC3A

PLACE BUSINESS CARD HERE

WASTE PRO
Caring For Our Communities

Service Agreement

A. CUSTOMER SITE INFORMATION

Site Name: Iron Horse Ranch	Customer Class: roll off	Effective Date:	Account #:
Service Address: 8999 US Hwy S.		Service Area: Taylor county	Salesperson: Joel Thornton
City/State: Perry, FL	Zip Code: 32348	Contact Name: Henry Lee	
Email: kari@toddsspecializedrigging.com	Telephone: 319-283-4943	Fax:	Mobile:

B. BILLING INFORMATION

Billing Name: Todd's Specialized Rigging		P.O. # Required? Y / N ☐ ☐	
Billing Address: 8999 US Highway 19S		Billing Cycle:	Customer Deposit:
City/State: Perry Florida	Zip Code: 32348	Contact Name: Kari Larson	
Email:	Telephone:	Fax:	Mobile:

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
4	RO	msw	20 or 30	on call	☐ ☐				Month / Haul	S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
					☐ ☐				Month / Haul	S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
					☐ ☐				Month / Haul	S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
					☐ ☐				Month / Haul	S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐

D. ADDITIONAL FEES

Delivery: $285 Removal:	Locks/Castors:
Container Rental:	Franchise Fee:
Disposal:	Fuel/Environmental:
Extra Pickup:	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.
Special Services:	

Other Instructions: $285 delivery; $250 pulls, $70 per ton disposal, two ton minimum; $100 monthly rent, prorated

This is for three events. March 5-8, 2020. May 15-17, 2020. October 15-18, 2020.

Four roll offs for each event.

Special Service:

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER

DocuSigned by:
[signature]
963333982BC04A3...
Customer Signature — Date

[signature]
Waste Pro Representative — 1/15/20
Date

Print Name

TERMS & CONDITIONS ON THE REVERSE

F.W. Murray & Son's Sanitation, LLC
P.O. Box 1328
Perry, Florida 32348

January 9, 2020

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: March 5, 2020 – March 8, 2020, May 15, 2020-May 17, 2020, and October 15, 2020-October 18, 2020.

If you have any questions feel free to contact me directly.

Sincerely,
F.W. Murray
Owner

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.

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

KARI LARSON
Print Name

Signature

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

Witness may hand and official seal this 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires:

BECKY B. WEEKLY
MY COMMISSION # GG 114859
EXPIRES: July 22, 2021
Bonded Thru Notary Public Underwriters

ADJOINING PROPERTY OWNER AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

KARI LARSON
Print Name

Signature

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

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Becky B. Weekly
NOTARY PUBLIC

My Commission Expires:

BECKY B. WEEKLY
MY COMMISSION # GG 114859
EXPIRES: July 22, 2021
Bonded Thru Notary Public Underwriters

ENTRY CONSENT AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARI LARSON
Print Name

Signature

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

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MY COMMISSION # GG 114859
EXPIRES: July 22, 2021
Bonded Thru Notary Public Underwriters

Taylor County Fire Rescue

501 Industrial Park Dr. – Perry FL 32348 (850) 838-3522 Fax (850)838-3524

1/15/2020

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog event beginning on October 15th 2020. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be on site on October 15th, 16th, and 17th. The fire watch will begin at 08:00 AM each morning and conclude at 10:00PM, conclusion time may be extended should the situation dictate.
At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing day of October 18th fire coverage will be provided by the event staff utilizing an established emergency plan that will have event staff utilize the mobile fire extinguishers and call 911 dispatch should a fire occur

Dan Cassel
Fire Chief

DOCTORS' MEMORIAL HOSPITAL

A partnership with Tallahassee Memorial HealthCare

Date: 01/17/2020

Ref: Iron Horse Mud Ranch Mud Bogs

This letter is to verify that Doctor's Memorial Hospital EMS will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the following dates in 2020 :

March 5th – March 8th

May 15th – May 17th

October 15th – October 18th

This coverage will include a dedicated ALS unit for the duration of each event.

Please feel free to contact me for more information.

Sincerely,

Zach Hale
EMS Director
Doctors Memorial Hospital

(850) 584-2227

GUARDIANS LLC

January 14, 2020

Taylor County Board of County Commissioners
Park and Recreation Department
201 East Green Street
Perry, Florida 32347

RE: Confirmation to provide private security

This Letter is to serve notice that Guardians LLC B1400294 / DS 1600008 is contracted with Iron Horse Mud Ranch Located at 8999 US Highway 19 South Perry Florida 32348, to provide licensed Security Officers Armed and Un-armed, for internal security for the Mud Bogg events scheduled for March 5th – 8th , May 15th – 17th and October 15th – 18th for 2020, In accordance with Taylor County's Ordnances. Dates are subject to change for the 2020 year.

Tracy Dowdy

Tracy Dowdy
Managing Director
Guardian LLC

Taylor County Fire Rescue

501 Industrial Park Dr. – Perry FL 32348 (850) 838-3522 Fax (850)838-3524

1/15/2020

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Dan Cassel
Fire Chief

Taylor County Fire Rescue

501 Industrial Park Dr. – Perry FL 32348 (850) 838-3522 Fax (850)838-3524

1/15/2020

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Dan Cassel
Fire Chief

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A partnership with Tallahassee Memorial HealthCare

Date: 01/17/2020

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Please feel free to contact me for more information.

Sincerely,

Zach Hale
EMS Director
Doctors Memorial Hospital

(850) 584-2227

GUARDIANS LLC

January 14, 2020

Taylor County Board of County Commissioners
Park and Recreation Department
201 East Green Street
Perry, Florida 32347

RE: Confirmation to provide private security

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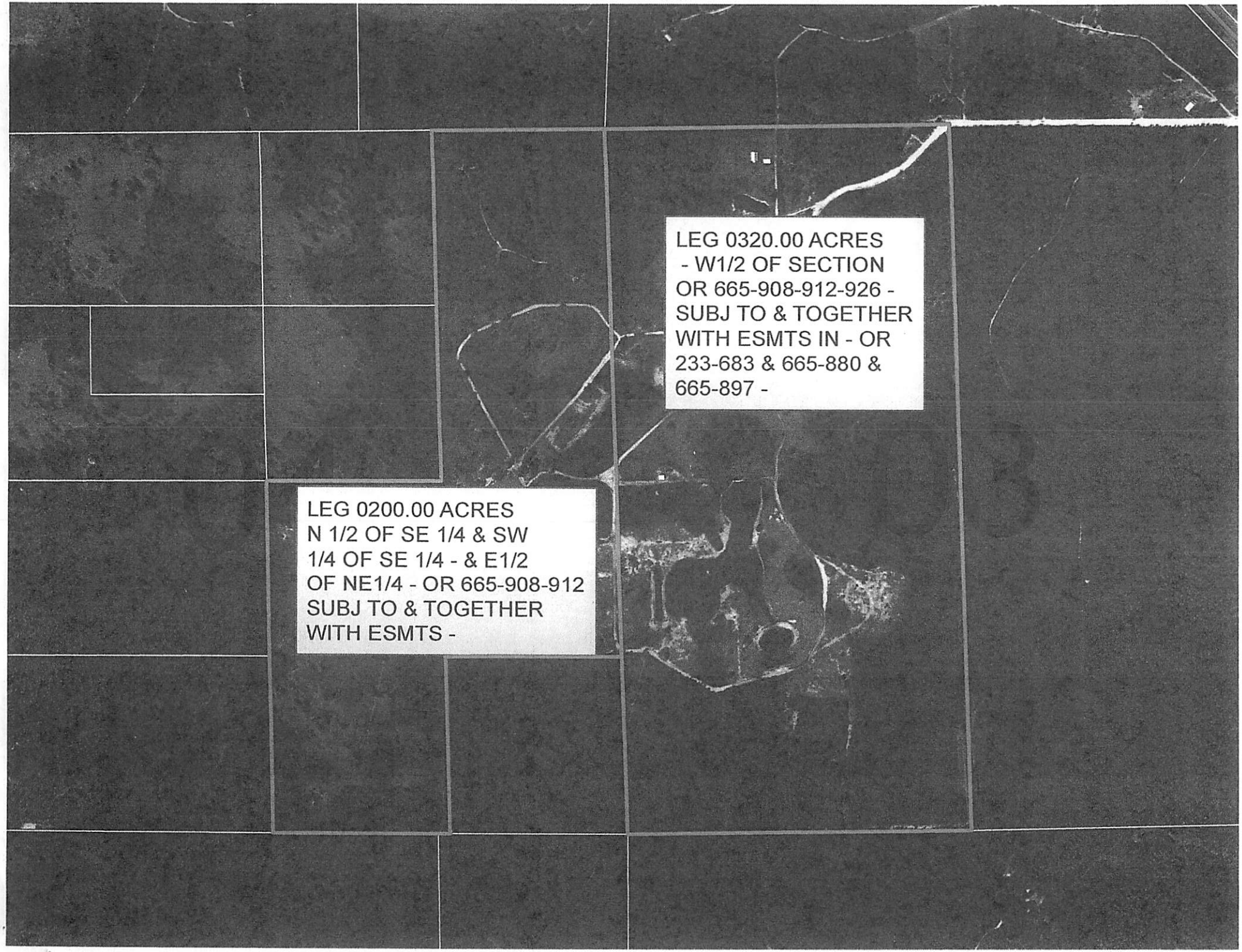
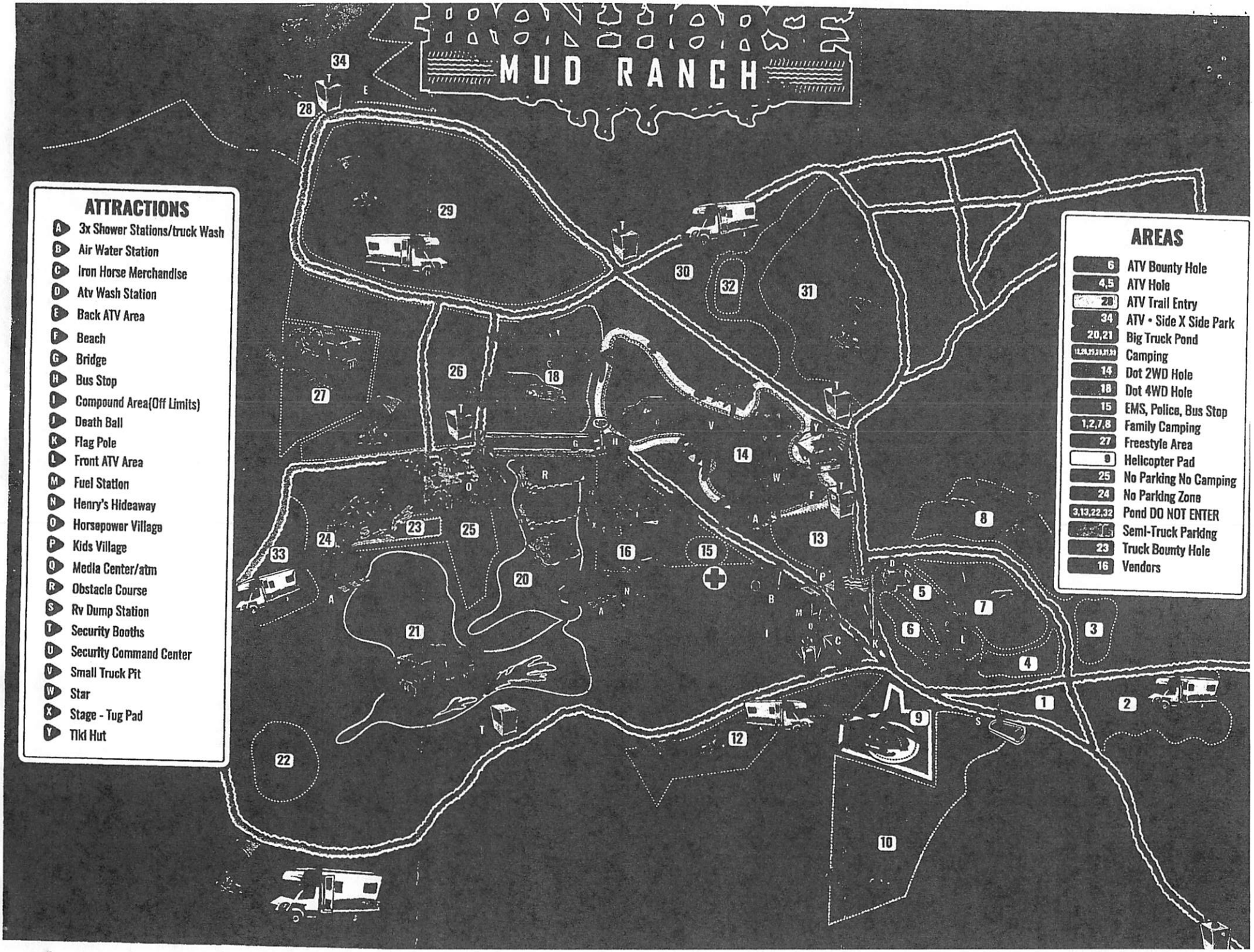
Tracy Dowdy

Tracy Dowdy
Managing Director
Guardian LLC


LEG 0320.00 ACRES
- W1/2 OF SECTION
OR 665-908-912-926 -
SUBJ TO & TOGETHER
WITH ESMTS IN - OR
233-683 & 665-880 &
665-897 -
LEG 0200.00 ACRES
N 1/2 OF SE 1/4 & SW
1/4 OF SE 1/4 - & E1/2
OF NE1/4 - OR 665-908-912
SUBJ TO & TOGETHER
WITH ESMTS -


MUD RANCH
ATTRACTIONS
A 3x Shower Stations/truck Wash
B Air Water Station
C Iron Horse Merchandise
D Atv Wash Station
E Back ATV Area
F Beach
G Bridge
H Bus Stop
I Compound Area(Off Limits)
J Death Ball
K Flag Pole
L Front ATV Area
M Fuel Station
N Henry's Hideaway
O Horsepower Village
P Kids Village
Q Media Center/atm
R Obstacle Course
S Rv Dump Station
T Security Booths
U Security Command Center
V Small Truck Pit
W Star
X Stage - Tug Pad
Y Tiki Hut
AREAS
6 ATV Bounty Hole
4,5 ATV Hole
28 ATV Trail Entry
34 ATV • Side X Side Park
20,21 Big Truck Pond
Camping
14 Dot 2WD Hole
18 Dot 4WD Hole
15 EMS, Police, Bus Stop
1,2,7,8 Family Camping
27 Freestyle Area
9 Helicopter Pad
25 No Parking No Camping
24 No Parking Zone
3,13,22,32 Pond DO NOT ENTER
Semi-Truck Parking
23 Truck Bounty Hole
16 Vendors

NOTICE OF PUBLIC HEARING

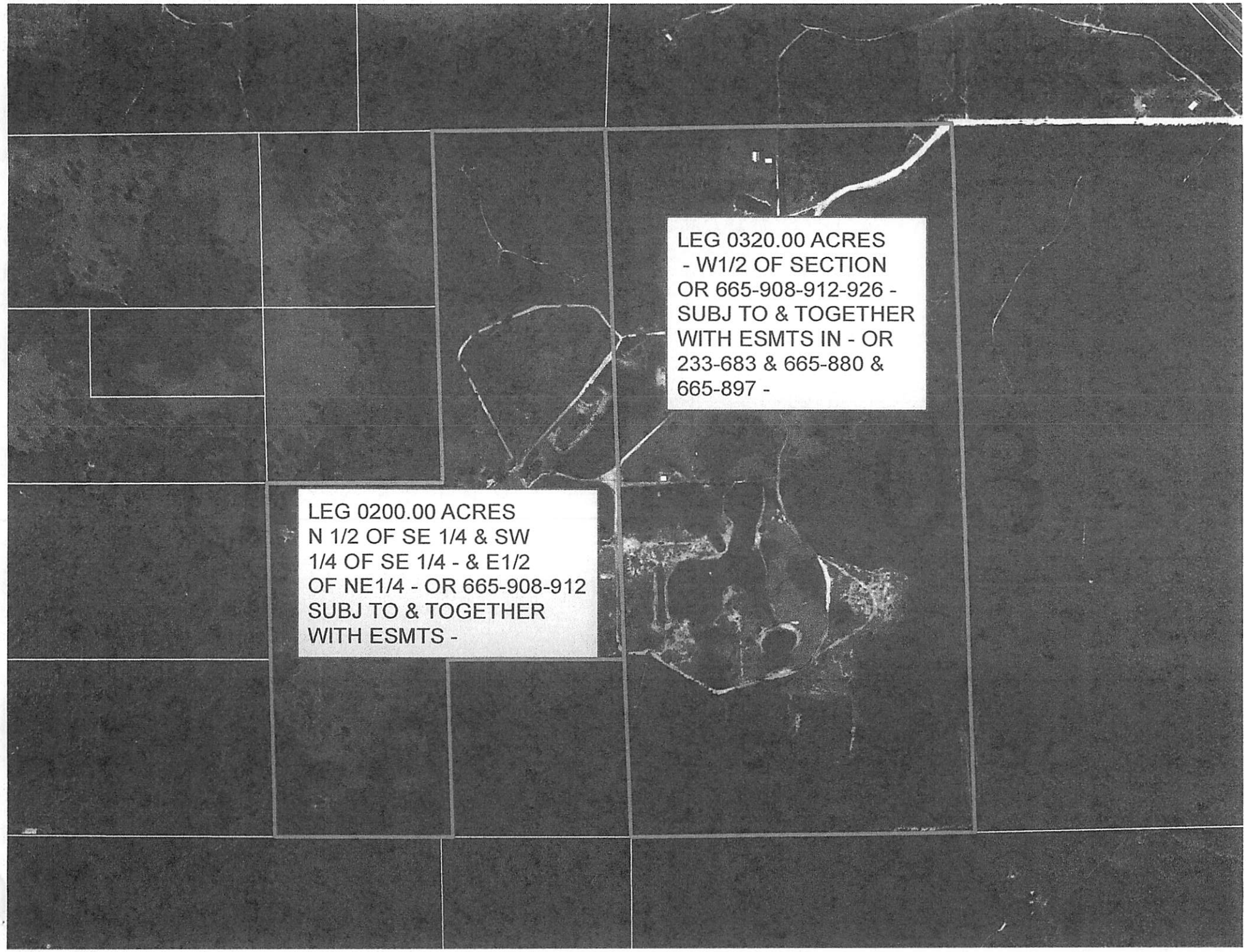
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES (ORDINANCE NO. 2001-12)

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, February 18, 2020 at 9:15 a.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 5th - March 8th, May 15th - May 17th, and October 15th - October 18th, 2020 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing 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.

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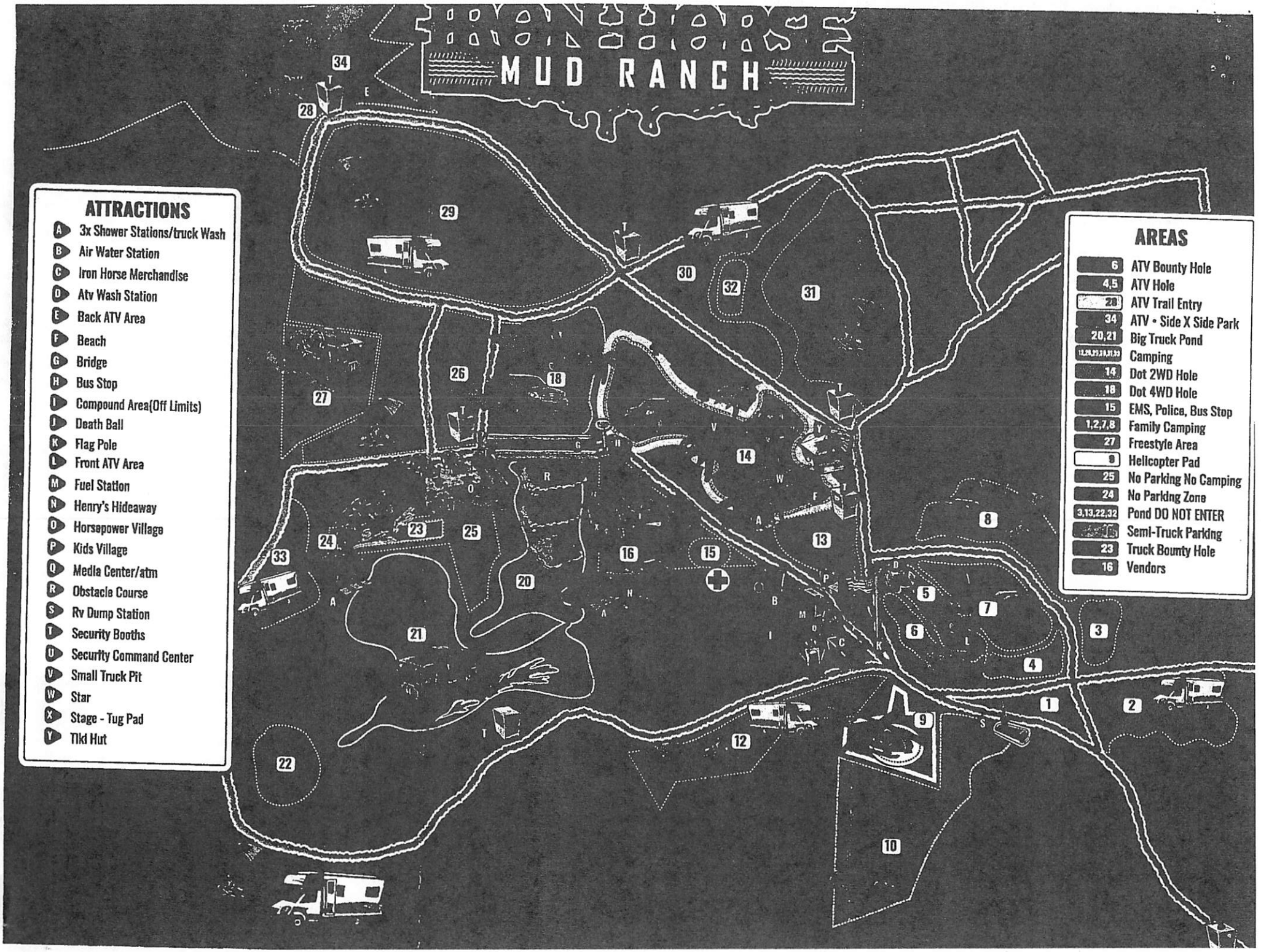

MUD RANCH
ATTRACTIONS
A 3x Shower Stations/truck Wash
B Air Water Station
C Iron Horse Merchandise
D Atv Wash Station
E Back ATV Area
F Beach
G Bridge
H Bus Stop
I Compound Area(Off Limits)
J Death Ball
K Flag Pole
L Front ATV Area
M Fuel Station
N Henry's Hideaway
O Horsepower Village
P Kids Village
Q Media Center/atm
R Obstacle Course
S Rv Dump Station
T Security Booths
U Security Command Center
V Small Truck Pit
W Star
X Stage - Tug Pad
Y Tiki Hut
AREAS
6 ATV Bounty Hole
4,5 ATV Hole
28 ATV Trail Entry
34 ATV - Side X Side Park
20,21 Big Truck Pond
Camping
14 Dot 2WD Hole
18 Dot 4WD Hole
15 EMS, Police, Bus Stop
1,2,7,8 Family Camping
27 Freestyle Area
9 Helicopter Pad
25 No Parking No Camping
24 No Parking Zone
3,13,22,32 Pond DO NOT ENTER
Semi-Truck Parking
23 Truck Bounty Hole
16 Vendors

NOTICE OF PUBLIC HEARING

PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES (ORDINANCE NO. 2001-12)

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, February 18, 2020 at 9:15 a.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 5th - March 8th, May 15th - May 17th, and October 15th - October 18th, 2020 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing 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.

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

(34)

The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

August 10, 2020

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

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

Re: Amendment to Ordinance No. 2017-07

Dear Annie Mae and LaWanda:

Pursuant to the Board's instructions, enclosed please find:

1. A draft Ordinance amending Ordinance No. 2017-07 to provide that the Board may use the surtax for operational expenses also.
2. A Notice to go in the newspaper
3. A copy of Section 212.055(3) Florida Statutes

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO.:_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX WHICH AMENDS ORDINANCE NO. 2017-07 TO PROVIDE THAT SECTION 4 USE OF FUNDS OF SAID ORDINANCE IS AMENDED TO READ "THE PROCEEDS OF THE SURTAX LEVIED AND ANY INTEREST ACCRUED THERETO SHALL BE USED (1) FUNDING OR PARTIAL FUNDING OF CAPITAL IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CANALS AND ALSO OPERATIONAL EXPENSES OF THE COUNTY"; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 212.055(3) Florida Statutes the Board of County Commissioners passed Ordinance No. 2017-07, and

WHEREAS, the Board has determined that said Ordinance No. 2017-07 needs to be amended to provide that the said proceeds and interest should also be used for operational expenses, and

WHEREAS, the Board of County Commissioners of Taylor County have voted by extraordinary vote to amend Ordinance No. 2017-07.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AFTER HAVING DULY ADVERTISED AND HELD IN REGULAR SESSION BY EXTRAORDINARY VOTE:

Section 1.

That Section 4 Use of Funds in Ordinance No. 2017-07 is amended to read,

"Section 4. <u>Use of Funds.</u> The proceeds of the surtax levied and any interest accrued thereto shall be used for the following:

(1) Funding or partial funding of capital improvements including but not limited to canals and also operational expenses of the County."

Section 2.

In all other respects Ordinance No. 2017-07 shall remain the same.

Section 3. Severability. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

Section 4. Effective Date. This Ordinance shall be effective as provided by law.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____day of _____ _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:_____
PAM FEAGLE, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance which amends Ordinance No. 2017-07 to provide that Section 4 of said Ordinance be amended, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2020, at _____. The title of the proposed ordinance is:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX WHICH AMENDS ORDINANCE NO. 2017-07 TO PROVIDE THAT SECTION 4 USE OF FUNDS OF SAID ORDINANCE IS AMENDED TO READ "THE PROCEEDS OF THE SURTAX LEVIED AND ANY INTEREST ACCRUED THERETO SHALL BE USED (1) FUNDING OR PARTIAL FUNDING OF CAPITAL IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CANALS AND ALSO OPERATIONAL EXPENSES OF THE COUNTY"; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this ___ day of _____, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

following removal of the designation, notwithstanding subparagraph (a)2. After expiration of the 20-year period, a county may continue to use up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure if the county adopts an ordinance providing for such continued use of the surtax proceeds.

(g) Notwithstanding paragraph (d), a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax referendum is placed before the voters, and the municipalities within such a county, may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer.

(h) Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this subsection and subsections (3), (4), and (5) in excess of a combined rate of 1 percent.

(3) SMALL COUNTY SURTAX.—

(a) The governing authority in each county that has a population of 50,000 or less on April 1, 1992, may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by an extraordinary vote of the members of the county governing authority if the surtax revenues are expended for operating purposes. If the surtax revenues are expended for the purpose of servicing bond indebtedness, the surtax shall be approved by a majority of the electors of the county voting in a referendum on the surtax.

(b) A statement that includes a brief general description of the projects to be funded by the surtax and conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing authority of any county that enacts an ordinance calling for a referendum on the levy of the surtax for the purpose of servicing bond indebtedness. The following question shall be placed on the ballot:

____FOR the	____-cent sales tax
____AGAINST the	____-cent sales tax

(c) Pursuant to s. 212.054(4), the proceeds of the surtax levied under this subsection shall be distributed to the county and the municipalities within the county in which the surtax was collected, according to:

1. An interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population, which agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; or

2. If there is no interlocal agreement, according to the formula provided in s. 218.62.

Any change in the distribution formula shall take effect on the first day of any month that begins at least 60 days after written notification of that change has been made to the department.

(d)1. If the surtax is levied pursuant to a referendum, the proceeds of the surtax and any interest accrued thereto may be expended by the school district or within the county and municipalities within the county, or, in the case of a negotiated joint county agreement, within another county, for the purpose of servicing bond indebtedness to finance, plan, and construct infrastructure and to acquire land for public recreation or conservation or protection of natural resources. However, if the surtax is levied pursuant to an ordinance approved by an extraordinary vote of the members of the county governing authority, the proceeds and any interest accrued thereto may be used for operational expenses of any infrastructure or for any public purpose authorized in the ordinance under which the surtax is levied.

2. For the purposes of this paragraph, "infrastructure" means any fixed capital expenditure or fixed capital costs associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years and any land acquisition, land improvement, design, and engineering costs related thereto.

(e) A school district, county, or municipality that receives proceeds under this subsection following a referendum may pledge the proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law. Local governments may use the services of the Division of Bond Finance pursuant to the State Bond Act to issue any bonds through the provisions of this subsection. A jurisdiction may not issue bonds pursuant to this subsection more frequently than once per year. A county and municipality may join together to issue bonds authorized by this subsection.

(f) Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this subsection and subsections (2), (4), and (5) in excess of a combined rate of 1 percent.

(4) INDIGENT CARE AND TRAUMA CENTER SURTAX.—

(a)1. The governing body in each county the government of which is not consolidated with that of one or more municipalities, which has a population of at least 800,000 residents and is not authorized to levy a surtax under subsection (5), may levy, pursuant to an ordinance either approved by an extraordinary vote of the governing body or conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

2. If the ordinance is conditioned on a referendum, a statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

(35)

The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

August 25, 2020

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

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

Re: Maatje v. Taylor County Planning Board (Appeal)

Dear Annie Mae and LaWanda:

No surprise, enclosed please find an Order Granting Petition for Writ of Certiorari and Quashing Variance Order entered by His Honor Judge Parker on August 21, 2020.

If you recall, I had advised the Board that I was concerned that this would happen.

If you have a question about this, please give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Filing # 112217961 E-Filed 08/21/2020 05:10:21 PM

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
IN AND FOR TAYLOR COUNTY FLORIDA

CHARLES MAATJE and
BARBARA MAATJE,
Petitioners,

CASE NO.: 2018-457-CA

vs.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY PLANNING BOARD, and SPENCER BARRETT
Respondents.
_____ /

ORDER GRANTING PETITION FOR WRIT OF CERTIORARI And QUASHING VARIANCE ORDER

Petitioners, CHARLES MAATJE and BARBARA MAATJE (Collectively "Petitioner"), and pursuant to Fla. R. App. P. 9.100, filed their petition ("Petition") for the issuance of a writ of certiorari directed to Respondents, the Taylor County Board of County Commissioners "BCC", the Taylor County Planning Board "Planning Board", and Spencer Barrett "Barrett".

I. BASIS FOR INVOKING THE JURISDICTION OF THIS COURT

Petitioner filed the Petition based upon the Respondent BCC's granting of a petition for a variance from the setback requirements contained in the Taylor County Land Development Codes (herein "LDC or LDCs"). Certiorari relief is an appropriate method for doing so. Fla. R. App. P. 9.100(c)(2). Rezoning actions

which have an impact on a limited number of persons or property owners, on identifiable parties and interests, where the decision is contingent on a fact or facts arrived at from distinct alternatives presented at a hearing, and where the decision can be functionally viewed as policy application, rather than policy setting, are in the nature of quasi-judicial action. Bd. of Cty. Comm'rs v. Snyder, 627 So. 2d 469, 474 (Fla. 1993). "Therefore, [a] [local government]'s action on [petitioner]'s application [is] in the nature of a quasi-judicial proceeding and properly reviewable by petition for certiorari." Id. at 474-475.

II. FACTS UPON WHICH THE PETITIONER RELIES[1]

The Application

1. On January 30, 2018, Barrett submitted his application seeking a variance from the setback requirement to the Taylor County Planning Board. App. at 11.
2. The property on which Barrett sought the variance was a one-acre lot (herein "the Property") in the Ancient Oak Subdivision in Taylor County.

[1] This Order makes references to the Appendix filed with the Petition as "App" at ___ (page number)." The contents of the Appendix properly comprise the entirety of the record of proceedings and facts relied upon by the Court in making its determinations herein.

3. Barrett intended to purchase the Property from Linda Small and James Rahm, dependent upon the granting of the variance. App. 23.

4. The Property, and the rest of the subdivision, is zoned Agricultural-2. App. 14. Accordingly, the setback requirements for the Property are fifty feet from the front and rear of the property, and thirty five feet from the sides of the property. LDC 42-717(c).

5. Barrett's proposed variance would lessen the setback requirements for the property from those prescribed by the Agricultural-2 designation, making them thirty feet from the front of the property, fifteen feet from the rear of the property, and ten feet on each side. App. 12.

6. Barrett's application (herein, the "Application") stated that he intended to put an airplane hangar on the property, but given the current setbacks, the property is currently too narrow to fit an airplane hangar. App. 11-14.

The Planning Board Meeting

7. On June 26, 2017, the Taylor County Planning Board (the "Planning Board") considered the Application (the "Planning Board Meeting").

8. At the Planning Board Meeting, the Planning Board took unsworn testimony from several members of the public, including the Petitioner's counsel. App. 18-43.

9. Mr. Barrett presented his variance request, stating that with 125 foot wide lot and 35 foot side-setbacks, he could only have 55 feet in the middle of the property to construct an airplane hangar, which requires at least a 40 foot opening with his plane. App. 20. Barrett stated he needs sliding doors on the hangar, requiring at least 67.5 feet of space.

10. Allan Rice, the secretary of the Ancient Oaks Property Owners' Association, testified that he did not think that Mr. Barrett needed a variance, because in 1980 (predating the LDCs) the subdivision made its own setbacks of 15 feet on the sides. App. 21-23.

11. Mr. Rice also testified that the subdivision is platted with one acre lots. App. 23.

12. Barrett's submitted drawing and aerial view shows that the Property is one of these one acre lots. App. 16.

13. Mr. Rice testified that in his opinion, mixed use urban development would be a better designation for the subdivision. App. 23.

14. The Petitioner's counsel informed the Planning Board of the requirements for allowing a variance, specifically whether or not the setback variances worked an undue hardship on the particular piece of land that Mr. Barrett was proposing to buy. App. 23-26.

15. Danny Griner, the Building Director for the Taylor County Planning Department, informed the Planning Board that the Future Land Use Map (FLUM) designated the subdivision as having an Agricultural-2 land use designation, that the County's Comprehensive Plan required that the lots have the setbacks designated in the Agricultural-2 designation, that the lots were bound by the Comprehensive Plan, not the subdivision setbacks. App. 27-28.

16. The Planning Board took unsworn testimony that there were already several hangars in the subdivision that did not comply with the setbacks, for which no variances had been granted, and some members opined that that was good precedent for allowing the variance. App. 29-30.

17. The Petitioner's counsel argued that, according to the Planning Board's form application, non-conforming use of neighboring properties could not be the basis for granting a variance. App. 31-32.

18. Other members of the subdivision sought to have the setbacks modified as to the subdivision as a whole, arguing that the subdivision should be "grandfathered" in with their setbacks of fifteen feet on the sides of lots. App. 33.

19. The Planning Board voted to grant the variance with fifteen feet side-setbacks. App. 42.

The Board of County Commissioners Meeting

20. The Petitioners took an appeal from the Planning Board's decision to the Taylor County Board of County Commissioners ("BOCC").

21. The BOCC held a hearing on the appeal on June 4, 2018. App. 44-87.

22. After presentations by the Petitioner's counsel and members of the subdivision, the BOCC tabled the matter until they had the opportunity to review the transcript of the Planning Board hearing. App. 44-87.

23. The meeting reconvened on June 19, 2018. The Petitioner's counsel argued essentially the same points that were made at the Planning Board meeting, and at the previous BOCC meeting.

24. The Commissioners expressed their opinions, essentially stating that they should support the planning board, that they were in favor of personal property rights, and that this was only a small departure from the setbacks, so they were in favor of granting the variance. App. 98-99.

25. There was a motion made to grant the variance (deny the appeal), which was seconded and the BOCC voted unanimously to grant the variance and deny the appeal. 100-101.

26. On July 20, 2018, Hon. Pam Feagle, as Chairperson of the BOCC, signed the order now at issue.

III. NATURE OF THE RELIEF SOUGHT

Petitioner herein now seeks the issuance of a writ of certiorari to the BOCC quashing the order affirming the Planning Board and quashing the order granting the variance.

IV. ARGUMENT AND AUTHORITIES

1. SCOPE OF REVIEW

In reviewing a petition for writ of certiorari, the Court must evaluate three factors: first, whether the Boards afforded the parties procedural due process; second, whether the Boards' decisions were supported by competent substantial evidence; and third, whether the decisions constituted a departure from the essential requirements of the law. City of Deerfield Beach v. Valliant, 419 So. 2d 624 (Fla. 1982). If the Court determines that the local government entity failed to adhere to any of these, the Court must quash the decision. DeGroot v. Sheffield, 95 So. 2d 912 (Fla. 1957).

2. THE PLANNING BOARD AND BOCC'S DECISION WAS NOT SUPPORTED BY COMPETENT, SUBSTANTIAL EVIDENCE, AND DEPARTED FROM THE ESSENTIAL REQUIREMENTS OF THE LAW[2]

The respective Boards in this case were charged with holding public hearings to adduce facts, apply the existing law to those facts and to reach a reasoned and

factually-based conclusion. Bd. of Cty. Comm'rs v. Snyder, 627 So. 2d 469, 476 (Fla. 1993); City of Apopka v. Orange County, 299 So. 2d 657 (Fla. 4th DCA 1974). In order for a local government entity to conclude that something is a fact, as opposed to unsupported opinion or popular sentiment, the law requires that each factual determination be supported by competent substantial evidence presented to the entity. City of Deerfield Beach v. Valliant, 419 So. 2d 624 (Fla. 1982).

Competent evidence is "evidence sufficiently relevant and material to the ultimate determination 'that a reasonable mind would accept it as adequate to support the conclusion reached.'" City of Hialeah Gardens v. Miami Dade Charter Foundation, Inc., 857 So. 2d 202, 204 (Fla. 3d DCA 2003), quoting DeGroot v. Sheffield, 95 So. 2d 912 (Fla. 1957). Opinion testimony, unsubstantiated by facts, is neither competent nor substantial evidence. Pollard v. Palm Beach County, 560 So. 2d 1358 (Fla. 4th DCA 1990). Further, speculative testimony is not competent substantial evidence. Realauction.com, LLC v. Grant St. Grp., Inc., 82 So. 3d 1056, 1059 (Fla. 4th DCA 2011), citing Balboni v. LaRocque, 991 So. 2d 993, 996 (Fla. 4th DCA 2008).

It is without dispute that the County's FLUM designates the Property and the subdivision as Agricultural-2 (Ag-2) land use. App. 31. Ag-2 land use generally requires a minimum lot size of ten acres for a dwelling unit. Taylor County LDC 42-382(2). However, because the subdivision was platted prior to the adoption of the

Taylor County Comprehensive Plan (Comp Plan), the lots are deemed "non-conforming," meaning that they are still eligible to have a dwelling unit. The Comp Plan states:

> Vacant or unimproved lots or parcels which are non-conforming as to size for residential use for single family, duplex, or triplex units only, and which can individually be identified and described from documents recorded in the Public Records of the County on June 29, 1990, the date of adoption of this Comprehensive Plan shall continue to be eligible for issuance of residential building permits, **subject to all other requirements of the plan, including setbacks** [emphasis added] and concurrency.

Policy I.8.1 (emphasis added). Therefore, while the lots in the subdivision are eligible for issuance of residential building permits despite their size, the lots are still subject to all other provisions of the Comp Plan, specifically including setbacks. To interpret the Comp Plan otherwise is a departure from the essential requirements of the law. Policy I.8.1, Comp Plan. For Ag-2, Taylor County has prescribed the setback requirements at fifty (50) feet from the front and rear, thirty-five (35) feet from the sides. LDC 42-717(c).

In order to purchase the property, Mr. Barrett desired to have relief from those setbacks via a variance, because he wanted to build an airplane hangar for his airplane on the Property. The Taylor County LDCs provide the preconditions to granting a variance:

> *Before granting any variance, the county planning board shall determine that:*

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved.
b. The special conditions and circumstances do not result from actions of the applicant.
c. Literal interpretation of the provisions of this chapter could work unnecessary and undue hardship on the applicant.
d. The variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.
e. A grant of variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the land use district involved or otherwise detrimental to the public interest.
f. In granting a variance, the county planning board may prescribe any terms, conditions and safeguards which it may, in its judgment, deem fitting and proper to preserve the safety, health and welfare of the county.
g. Neither nonconforming use of neighboring properties, structures or buildings, nor permitted use of properties, structures or buildings in other land use districts shall be considered a substantive basis for granting a variance, nor will financial hardship or gain be a justification for granting a variance.

LDC 42-52(b).

The Planning Board, and correspondingly, the BOCC, should have made determinations that each of these factors were satisfied. The Planning Board attorney confirmed this view during the hearing. App. 35. However, the Planning Board and the BOCC did not make those determinations, which is a departure from the essential requirements of the law. Further, even if findings were made, there was no competent substantial evidence that any of those findings satisfied the determinations necessary to support granting of

the variance. Addressed, in order (A-F below), are the necessary determinations that the Planning Board and BOCC were required to make:

A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved.

According to the representatives for the subdivision, and Mr. Barrett himself through his submissions, the Property in question is a one-acre lot in a subdivision of nearly identical one-acre lots. App. 10-11, 16. There was no testimony that Mr. Barrett's lot was different than any other lot in the area, nor any that established that the lot had any peculiar characteristics.

There was testimony that the subdivision was designed as an airpark; however, that is not a special condition peculiar to this individual piece of land. That peculiarity is common to the many, many lots of the subdivision. Accordingly, there is no competent substantial evidence that there are special conditions and circumstances that are peculiar to the land, structure or building involved.

B. The special conditions and circumstances do not result from the actions of the applicant.

As stated above, there are no special conditions and circumstances to this Property. Further, if the special conditions did exist, they would solely

stem from the desire of the applicant, Mr. Barrett. The application for a variance permit recognizes the basic validity of the ordinance and seeks the grant of a variance purely on the basis of some hardship peculiar to his particular property. Josephson v. Autrey, 96 So. 2d 784, 789 (Fla. 1957). When the owner himself by his own conduct creates the exact hardship which he alleges to exist, he certainly should not be permitted to take advantage of it. Id. Mr. Barrett testified that he wanted to buy the lot to build an airplane hangar on the property. Tr. 2-3. Mr. Barrett essentially stated that he could not build an airplane hangar with the current setbacks, and therefore, he wanted a variance from the setbacks. The circumstance (wanting to build an airplane hangar) which causes the "hardship" (the setbacks not accommodating an airplane hangar) is directly attributable to the applicant.

C. Literal interpretations of this chapter would work an undue hardship on the applicant.

As an initial matter, because Mr. Barrett has not yet purchased the property, he cannot claim a resulting hardship. His purchase is contingent upon the granting of the variance. If the variance is denied and the setbacks remain in place, he will not have to purchase the lot, resulting in no hardship to him.

Further, even if Mr. Barrett did purchase the property, he would not have an undue hardship, which is a term defined by Florida case law. A pre-requisite to the granting of a hardship variance is the presence of an exceptional and unique hardship to the individual land owner, unique to that parcel and not shared by other property owners in that area. Indialantic v. Nance, 485 So. 2d 1318, 1319 (Fla. 5th DCA 1986). Where neighboring lots have the size and shape of one another, and the same zoning requirements, including setbacks, apply to each, there can be no undue hardship. Id. In Indialantic v. Nance, 400 So. 2d 37, (Fla. 5th DCA 1981), the Respondent was seeking a variance as to two oceanfront lots. The Town denied the variance. The Fifth District affirmed the Town's decision, finding that the lots at issue were typical of Indialantic's oceanfront lots in size, shape and topography, and the restrictions applied equally to all the similarly situation property in the Town. Id. at 40. The Court found that "Indialantic's zoning restrictions are common difficulties shared by all other oceanfront lot owners in the area, and therefore no unique hardship was established to support a variance." Id.

The exact same situation is found here. Each of the lots in this area are all rectangular, approximately one-acre lots. Mr. Barrett's lot, as shown in the aerial photograph submitted with the application is one of many lots depicted.

App. 10. Mr. Barrett, nor anyone else in the subdivision testified that there is anything that sets Mr. Barrett's property apart from the many adjoining landowners. Accordingly, there was not competent substantial evidence to conclude that there was an undue hardship to Mr. Barrett.

Additionally, "the requisite hardship may not be found unless there is a showing that under present zoning, no reasonable use can be made of the property. Thompson v. Planning Com. Of Jacksonville, 464 So. 2d 1231 (Fla. 1st DCA 1985). Put another way, the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it zoned. Ag-2 has many land uses, including residential, neighborhood commercial, and outdoor recreational. LDC 42-409(b)(1)-(7). Here, there was no competent substantial evidence that no reasonable use could be made of the land under Ag-2.

Further, the Planning Board, and the BOCC (if in fact that was their conclusion) departed from the essential requirements of the law by concluding that Mr. Barrett's property had an undue hardship. The Planning Board construed an "undue hardship" to mean a hardship that affects the subdivision as a whole. However, as the BOCC's attorney stated "Applications for variance must demonstrate a hardship suffered by the property not shared by

other properties in the immediate vicinity." Josephson v. Autry, 96 So. 2d 784 (Fla. 1953), App. 94.

D. The variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure, or building.

Here, there was absolutely no testimony regarding the reasonable use of the land, or any possible alternative uses of the land. The land is zoned Ag-2, which has many possible uses. For example, a single family residence could be constructed. In short, the reasonable use of the land has a myriad of possibilities, and there is no competent substantial evidence that an airplane hangar is the only reasonable use of the land.

E. A grant of variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the land use district involved or otherwise detrimental to the public interest.

There was no competent substantial evidence presented that the grant of Mr. Barrett's variance would be in harmony with the general intent and purpose of the chapter, or that the variance would not be injurious to the land use district involved or otherwise detrimental to the public interest.

Mr. Barrett's evidence essentially consisted of his opinion that he could not build an airplane hangar with the current setbacks, and therefore, he wanted a variance from the setbacks. Again, there was not competent and substantial evidence establishing compliance with the requirements of LDC 42-52(b)(1)(e).

F. In granting a variance, the county planning board may prescribe any terms, conditions and safeguards which it may, in its judgment, deem fitting and proper to preserve the safety, health and welfare of the county.

The Planning Board did not prescribe any conditions aside from a 15-foot setback because it felt that the subdivision's previous setbacks somehow controlled over the Comp Plan. As set forth previously herein, the Planning Board's reliance upon such an interpretation in granting the variance is a departure from the essential requirements of the law.

G. Neither nonconforming use of neighboring properties, structures or buildings, nor permitted use of properties, structures or buildings in other land use districts shall be considered a substantive basis for granting a variance, nor will financial hardship or gain be a justification for granting a variance.

The Planning Board expressly relied on the fact that there were other nonconforming structures on neighboring properties that followed the previous

setbacks. The Ag-2 setbacks are fifty feet front and rear, and 35 feet from the sides. Tr. 11. The Planning Board was informed that the lots in the subdivision were pre-existing non-conforming lots by Mr. Griner, meaning that the lots were platted prior to the Comprehensive Plan. Tr. 10. Mr. Griner then informed the Planning Board that, because of their preexisting nonconforming status, the Comprehensive Plan states that the owners of the lots can still place homes on the lots, even though the Ag-2 designation for the subdivision normally requires ten acre lots to be buildable. However, they still must comply with the setback for the Ag-2 Land Use. See Policy I.8.1, Comp Plan.

The Planning Board was then made aware of a significant number of hangars that were built in violation of the current setbacks, without any associated variance request, much less any grant of approval by any governmental body or agency. One Planning Board member expressly stated that the older hangars that were built in violation of the setbacks established a precedent for Mr. Barrett's variance. App. 30. There is no basis in law for such a conclusion. Accordingly, to the extent the Board considered a neighboring, nonconforming property as justification for granting a variance, their decision is a departure from the essential requirements of the law.

3. THE PLANNING BOARD DEPARTED FROM THE ESSENTIAL REQUIREMENTS OF THE LAW BY DISREGARDING THEIR OWN COMP PLAN IN FAVOR OF OLDER SETBACK REQUIREMENTS

As a matter of law, an order granting a variance request must be consistent with the Comprehensive Plan. See Fla. Stat. 163.3194(1)(a), Florida Statutes (1991) which states:

> *After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by governmental agencies in regard to land covered by such plan or element, shall be consistent with such plan or element as adopted.*

Further, pursuant to Fla. Stat. 163.3194(3)(a):

> *A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities, intensities and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.*[3]

Here, the Planning Board reasoned that the subdivision's setbacks should control. App. 5. However, the Comprehensive Plan specifically and contrary to the

[3] Fla. Stat. 163.3164(15) defines "Development Order" as *"Any order granting, denying, or granting with conditions an application for a development permit"*. S. 163.3164(16) defines "Development Permit" to include *"any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land."* [emphasis added]

Planning Board's interpretation of the law, establishes that the setbacks set forth in the Comprehensive Plan prevail in regard to the variance application at issue, to wit:

> *Vacant or unimproved lots or parcels which are non-conforming as to size for residential use for single family, duplex, or triplex units only, and which can individually be identified and described from documents recorded in the Public Records of the County on June 29, 1990, the date of adoption of this Comprehensive Plan shall continue to be eligible for issuance of residential building permits,* ***subject to all other requirements of the plan, including setbacks*** [Emphasis added] *and concurrency.*
>
> Taylor County Comp Plan Policy I.8.1.

As it is inconsistent with the Comp Plan, the order granting the variance departs from the essential requirements of the law and must be quashed.

4. THE BOCC DEPARTED FROM THE ESSENTIAL REQUIREMENTS OF THE LAW BY DISREGARDING THE LDCS AND THE COMP PLAN

5.

The stated basis for the BOCC's decision was that the "Board of County Commissioners were in their respective opinions that the motion to grant Mr. Barrett the requested variance and affirm the ruling of the Planning Board." The opinions of the commissioners clearly are made in good faith and based upon their collective genuine and admirable beliefs that the grant of the variance was equitable, to wit that:

1. Mr. Barrett should be able to do what he wants as long as it does not encroach on the neighbors' property (App. 98);

2. Mr. Barrett was only asking for a little variance from the setbacks (App. 99); and
3. The commissioners are in favor of personal property rights (App. 99).
4. The commissioners had confidence in the Planning Board (BOCC "Show Cause" filed November 8, 2018.

The BOCC, however, did not address any of the factors in LDC 42-52(b)(1), nor did they make any factual findings that might serve to address those factors. Because the Order affirming the Planning Board's action does not make the necessary determinations, nor does it reference any evidence upon which the determinations might be based, it is in complete contradiction with the LDCs, the Comp Plan, and Florida law.

V.
ISSUE OF MOOTNESS

On November 15, 2018, a letter purporting to have been typed and signed by Barrett was filed in the official case file in this matter. The letter represented, at that time, that he had not yet started "any construction" and that when he does he will "conform to the Ag 2 10 acre parcel setbacks rules" and does "not intend to show cause as to why this Amended Petition For Writ of Certiorari should not be granted.". A copy of the letter is attached. A case is 'moot' when it presents no actual controversy or when the issues have ceased to exist." *Godwin v. State,* 593

So.2d 211, 212 (Fla.1992). Merkle v. Guardianship of Jacoby, 912 So. 2d 595, 600 (Fla. 2d Dist. App. 2005). The Court declines to take up the issue of mootness based upon the letter and its contents due to their being no formal withdrawal of Mr. Barret's petition for a variance.

IT IS ACCORDINGLY ORDERED:

1. The Petitioner for Writ of Certiorari is GRANTED.
2. The BOCC variance approval is quashed.

DONE AND ORDERED in Chambers at Perry, Taylor County, Florida on the 21st day of August, 2020.

GREG PARKER
CIRCUIT JUDGE

Copies to:
Kris Robinson, Esquire kbr@rkkattorneys.com

Conrad Bishop, Esquire lawbishop@fairpoint.net

Spencer Barrett
Barrett, Liner & Buss, LLC
P.O. Box 270
Ocala, FL 34478-0270

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO DISCUSS THE YATES CREEK LEASE EXTENSION
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: TO DISCUSS OPTIONS REGARDING THE EXPIRING LEASE EXTENSION FOR THE PUBLIC USE OF YATES CREEK.

Recommended Action:

Fiscal Impact: VARIES, DEPENDING ON OPTION CHOSEN BY BOARD

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD ENTERED INTO A LEASE AGREEMENT WITH THE CLARK PROPERTIES OF TAYLOR COUNTY, LLC IN JUNE OF 2010 THAT PROVIDED PUBLIC USE OF YATES CREEK AND THE BOAT RAMP. THIS LEASE EXPIRED JUNE OF 2020. THE BOARD SUBSEQUENTLY ENTERED INTO A THREE MONTH EXTENSION WITH THE CLARK PROPERTIES OF TAYLOR COUNTY, LLC IN ORDER TO RECEIVE OPTIONS TO CONTINUE PUBLIC USE.

OPTION TO LEASE: PER THE CLARK PROPERTIES REQUEST: TERM IS 10 YEARS. COUNTY PAYS LEGAL FEES, WHICH ARE APPROXIMATELY $1,600 AS OF THIS DATE AND MAY INCREASE WITH NEGOTIATION. COUNTY IS RESPONSIBLE FOR ANNUAL PAYMENT OF REAL ESTATE TAXES ($884.27 THIS YEAR). RENT PAYMENT IS $1,000 MONTHLY THE FIRST YEAR, $2,500 THE SECOND YEAR, $5,000 THE THIRD YEAR AND WOULD DOUBLE EACH YEAR THEREAFTER.

OPTION TO PURCHASE: THERE IS AN OPTION TO PURCHASE ONLY IF THE COUNTY IS NOT IN BREACH, THAT IS SUSPENDED IF THE PROPERTY IS UNDER CONTRACT FOR SALE. THE OPTION IS $1.5M THE FIRST YEAR WITH A 50%

DISCOUNT. YEAR TWO THE DISCOUNT IS 45% AND THE DISCOUNT DROPS 5% EACH YEAR.

EZELL PROPERTY OPTION: MR. BILLY EZELL HAS INDICATED HE IS WILLING TO ENTER INTO AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS TO LEASE ADJOINING PROPERTY. ROAD REPAIR WOULD COST APPROXIMATELY $1,800.
THERE IS NO LEGAL EASEMENT TO PROPERTY. THIS ARRANGEMENT WOULD ENTAIL SEPERATE AGREEMENTS WITH MULTIPLE LANDOWNERS.

Options:

OPTION 1: ENTER INTO LEASE AGREEMENT WITH PROPOSED TERMS

OPTION 2: PURCHASE PROPERTY

OPTION 3: PROPOSE COUNTER OFFER

OPTION 4: PURSUE AGREEMENT WITH NEIGHBORING PROPERTY OWNERS

OPTION 5: COMBINATION OF ABOVE OPTIONS

OPTION 6: TAKE NO ACTION

Attachments: PROPOSAL
ORIGINAL LEASE AGREEMENT
EXTENSION TO LEASE AGREEMENT
MAP AND PROPERTY RECORDS

Yates Creek to Taylor County Lease Agreement and Option to Purchase

	Description	Approved by Clark Properties of Taylor County, LLC	Approved by LB Clark III	Approved by County Administrator (Subject to BOCC)
Lease	Term is 10 Years	Yes	Yes	
	Terminable by either with 3 months written notice.	Yes	Yes	
	County pays all rent/use taxes that are applicable. Provide proof of payment upon request.	Yes	Yes	
	County pays legal fees for lease extension (Lessor and Lessee expenses).	Yes	Yes	
	Starting immediately, County pays taxes only. Then, beginning January 1, 2021, rent is $1000/month; Starting January 1, 2022, rent is $2500 month; Starting January 1, 2023, rent is $5000 month; and so on.	Yes	Yes	
	Assignable by Lessor; not by Lessee.	Yes	Yes	
	County to pay all RE taxes for term of lease. Provide proof of payment upon request.	Yes	Yes	

	Description	Approved by Clark Properties of Taylor County, LLC	Approved by LB Clark III	Approved by County Administrator (Subject to BOCC)
Option to Purchase	Option to purchase exists only if County not in breach.	Yes	Yes	
	Option suspended if property under contract for sale.	Yes	Yes	
	Option terminates if property sells.	Yes	Yes	
	County pays all closing costs.	Yes	Yes	
	Option for $1.5M - In year 1, 50% discount; year 2, 45% discount; etc..drops 5%/year.	Waiting for Decision	Waiting for Decision	
	Assignable by Lessor; not by Lessee.	Yes	Yes	

	Description	Approved by Clark Properties of Taylor County, LLC	Approved by LB Clark III	Approved by County Administrator (Subject to BOCC)
Other	County waives any claim for prescriptive easement, dedication, or abandonment.	Yes	Yes	
	Lessor will continue to list for sale; Lessee doesn't have ROFR; only option to purchase if exercised prior to PS agreement signed.	Yes	Yes	
	Leased area must include upland.	Yes	Yes	
	County responsible for any required surveys.	Yes	Yes	

Taylor County GIS Mapping - Yates Creek

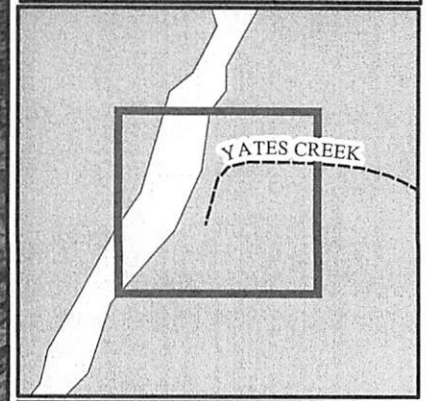
Legend

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

N
W E
S

1 inch = 80 feet

Printed on: Date: Tuesday, May 23, 2017



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

Taylor County Property Appraiser
108 N. Jefferson Street, Suite 201
Perry, FL 32347-3252

NOTICE OF **PROPOSED** PROPERTY TAXES
TAYLOR COUNTY TAXING AUTHORITIES

DO NOT PAY
THIS IS NOT A BILL

2019 REAL PROPERTY

Parcel ID: 06565-000

4689 YATES CREEK RD

21
7 - 11299

THE CLARK PROPERTIES OF TAYLOR
COUNTY LLC
1802 OCEAN VILLAGE PL
AMELIA ISLAND FL 32034-5821

LEG 0220.00 ACRES - ALL FRACT OF W 1/2 -OR 137-435 & 299-597 & 353-68 - OR 650-435 & 650-439 - SUBJ TO AGREEMENT IN OR658-719 -

TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITY	PRIOR (2018) TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2018)		CURRENT (2019) TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES
County Board	57,950	7.2426	419.71	57,990	6.9202	401.30	7.2426	420.00
Public School								
State	57,950	4.1650	241.36	57,990	3.9568	229.45	3.8990	226.10
Local	57,950	2.4980	144.76	57,990	2.3731	137.62	2.4980	144.86
Water Management District	57,950	0.3948	22.88	57,990	0.3840	22.27	0.3840	22.27
MSTU	57,950	1.1677	67.67	57,990	1.1059	64.13	1.2250	71.04
TOTAL AD-VALOREM PROPERTY TAXES			896.38			854.77		884.27

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
PRIOR YEAR (2018)	269,000	57,950	57,950
CURRENT YEAR (2019)	269,000	57,990	57,990

APPLIED ASSESSMENT REDUCTION	APPLIES TO	PRIOR YEAR (2018)	CURRENT YEAR (2019)
SAVE OUR HOMES BENEFIT	ALL TAXES	0	0
NON-HOMESTEAD 10% CAP BENEFIT	NON-SCHOOL TAXES	0	0
AGRICULTURAL CLASSIFICATION	ALL TAXES	211,050	211,010
EXEMPTIONS	**APPLIES TO**	**PRIOR YEAR (2018)**	**CURRENT YEAR (2019)**

If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2019, or if you are entitled to an exemption or classification that is not reflected, contact the Taylor County Property Appraiser's Office at:

108 N. Jefferson St., Suite 201
Perry, FL 32348
(850) 838-3511

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available at the County Property Appraiser's Office.

SEE REVERSE SIDE FOR PUBLIC HEARING DATES AND EXPLANATIONS OF THE COLUMNS ABOVE.

Petitions must be filed on or before

September 16, 2019

TAYLOR COUNTY NOTICE OF PROPOSED PROPERTY TAXES

The Taxing Authorities which levy property taxes against your property will soon hold **PUBLIC HEARINGS** to adopt budgets and tax rates for the next year. The purpose of the **PUBLIC HEARINGS** is to receive opinions from the general public and to answer questions on the proposed tax change and budget **PRIOR TO TAKING FINAL ACTION.** Each Taxing Authority may **AMEND OR ALTER** its proposals at the hearings.

TAXING AUTHORITY HEARING INFORMATION

TAXING AUTHORITY	PUBLIC HEARING DATE, TIME AND LOCATION	
County Board	September 9, 2019 at 5:01 PM	201 E. GREEN ST, ADMIN COMPLEX, PERRY, FL 32347
Public School	September 19, 2019 at 5:30 PM	318 N. CLARK ST, ADMIN COMPLEX, PERRY, FL 32347
Water Management District	September 10, 2019 at 5:05 PM	9225 CR 49, LIVE OAK, FL 32060
MSTU	September 9, 2019 at 5:01 PM	201 E. GREEN ST, ADMIN COMPLEX, PERRY, FL 32347

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE SUCH AS ASSESSMENTS FOR ROADS, FIRE, GARBAGE, LIGHTING, DRAINAGE, WATER, SEWER, OR OTHER GOVERNMENT SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR COUNTY, CITY, SPECIAL DISTRICT OR OTHER TAXING AUTHORITY.

NOTE: Amounts shown on this form do not reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

EXPLANATION OF "TAXING AUTHORITY TAX INFORMATION" SECTION

COLUMN 1 - "PRIOR TAXABLE VALUE"
This column shows the prior assessed value less all applicable exemptions used in the calculations of taxes for that specific taxing authority.

COLUMNS 2 & 3 - "YOUR FINAL TAX RATE AND TAXES LAST YEAR"
These columns show the tax rate and taxes applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 4 - "CURRENT TAXABLE VALUE"
This column shows the current assessed value less all applicable exemptions used in the calculations of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of limited income Senior or the Additional Homestead exemption. Current year taxable values are as of January 1, 2019.

COLUMNS 5 & 6 - "YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE"
These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE IT'S PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMNS 7 & 8 - "YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE"
These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal in NOT final and may be amended at the public hearings shown at the top of this notice. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

EXPLANATION OF "PROPERTY APPRAISER VALUE INFORMATION" SECTION

MARKET (JUST) VALUE - The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller.

ASSESSED VALUE - The value of your property after any "assessment reductions" have been applied. This value may also reflect an agricultural classification. if "assessment reductions" are applied, the assessed value may be different for School versus Non-School taxing authorities and for the purpose of calculating tax levies.

APPLIED ASSESSMENT REDUCTION - Properties can receive an assessment reduction for a number of reasons including the Save Our Homes Benefit and the 10% non-homestead property assessment limitation. Agricultural classification is not an assessment reduction, it is an assessment determined per Florida Statute 193.461.

EXEMPTIONS - Any exemption that impacts your property is listed in this section along with its corresponding exemption value. Special dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption value may also vary for the same taxing authority, depending on the levy. (i.e., operating millage vs. debt service millage)

TAXABLE VALUE - Taxable value is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions.

Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL

Summary

Tax District	CO Millage Rate: 15.2486
Site Location	4689 YATES CREEK RD
Section Township Range	05-07-07
ParcelID	06565-000
Exemptions	N/A
Property Usage	WASTE
Legal Description	LEG 0220.00 ACRES - ALL FRACT OF W 1/2 - OR 137-435 & 299-597 & 353-68 - OR 650-435 & 650-439 - SUBJ TO AGREEMENT IN OR 658-719 - (Note: Not to be used on legal documents)

Owner

THE CLARK PROPERTIES OF TAYLOR
COUNTY LLC, 1802 OCEAN VILLAGE PL
AMELIA ISLAND FL 32034

Land

Land Use	9910V
Number of Units	220
Unit Type	AC
Assessed Value	$58,220

Building Data

Building #	1
Actual Year Built	0
Base (Heated/Cooled) Area	0 (gross base sq ft)
Gross Area	0 (total gross sq ft for all subareas)
Description	VACANT LAND
Occupancy	HOMESITE
Construction Class	N/A
Exterior Walls	
Roof Structure	
Roof Cover	
Floor Cover	
Interior Walls	
Heating Type	
Cooling Type	
Frame Type	
Ceiling Finish	
Plumbing	
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

Sales History

Sales Date	Type of Document	Book/Page	Amount
02-01-2010	*WARRANTY DEED*	650/439	$100
02-01-2010	*PERSONAL REPRESENTATIVES DEED*	650/435	$100
02-01-1992	*WARRANTY DEED*	299/597	$0

Valuation

2019 Preliminary Certified Values and 2020 Working Values

		2020	2019
+	Land Value Agricultural	$58,220	$57,990
+	Building Value	$0	$0
+	Assessed XF Value	$0	$0
+	Total Misc. Value	$0	$0
=	Just or Classified Value	$58,220	$57,990
-	SOH/deferred	$0	$0
=	Assessed Value	$58,220	$57,990
-	Exempt Value	$0	$0
=	Taxable Value	$58,220	$57,990
	Appraised Land Value	$269,000	$269,000
	Assessed Justification or Classified Value	$269,000	$269,000

TRIM Notices

2019 TRIM Notice(PDF)

No data available for the following modules: Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assesment information is from the last certified tax roll. All other data is subject to change.
User Privacy Policy
GDPR Privacy Notice

Developed by Schneider GEOSPATIAL

Last Data Upload: 8/27/2020, 10:23:01 PM

Version 2.3.81

Original to
Cmock 07/13/10

AGREEMENT

THIS AGREEMENT entered into the 10th day of June, 2010, by and between **CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company,** with its address being 111 Lindsey Island Road, Perry, Florida 32348, (hereinafter referred to as 'Clark') and **TAYLOR COUNTY, FLORIDA, a Florida political subdivision,** with its address being 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as the 'County').

RECITALS

WHEREAS, Clark is seized of an estate in fee simple of a parcel of land set forth and described in Exhibit A attached to and made a part of this Agreement, and

WHEREAS, a road runs through, across and over the land described in Exhibit A which is referred to as Yates Creek Road (hereinafter referred to as the 'Road') with the road being more specifically set forth and described in Exhibit B attached to and made a part of this Agreement, and

WHEREAS, the parties have engaged in conversations concerning whether the road may be considered, in part, subject to public use, and

WHEREAS, the County does not waive its right of sovereign immunity, the provisions of Chapter 768.28 or any claims which it may have to the road, and boat ramp, and

WHEREAS, it is not the intent of the parties to this Agreement to consider, nor determine, the full and free right and liberty of the public to use the road except as provided in this Agreement, and

WHEREAS, the parties desire to enter into this agreement for the purpose of the County and the public to use the road and the boat ramp at Yates Creek.

NOW THEREFORE, in consideration of the mutual covenants, provisions and premises set forth herein and other valuable consideration the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. The recitals hereinabove set forth are true, correct and incorporated by reference in this Agreement.

2. The County, together with its employees, agents and invitees, which includes the public, shall be entitled to full and complete right of access, ingress and egress, in, over, across, through and upon the Road and boat ramp and through the land described in Exhibit A.

3. The County shall retain the services of a licensed Florida surveyor for the purpose of providing a description of the road and boat ramp, which upon completion said description shall be attached to this Agreement as Exhibit B.

ORIGINAL

3. (A). The County shall pay to Clark the sum of $1.00 per year.

4. The parties shall not construct any building or structure upon the Road without the written consent of the other; provided however, that the County may make improvements to the Road and boat ramp, construct signage, fencing and other improvements incident to its right of use of the Road and the boat ramp. Clark shall also remove the poles that have been put on the property.

5. Clark shall not be obligated to maintain or improve the Road and boat ramp or ensure that it is passable during the term of this Agreement. The County is granted the right to maintain and improve the Road and boat ramp at its own cost and expense. The County shall provide Clark with written notice prior to the commencement of any activities related to the maintenance and improvements of the Road and boat ramp. The County shall use every reasonable effort to prevent damage to the lands described in Exhibit A. Any damage resulting from or attributable to County's maintenance or improvement of the Road and boat ramp shall be repaired within a reasonable period of time at the County's expense.

6. The County shall indemnify and hold Clark harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees and costs including any appeals, by virtue of any default or breach of the County of any of its obligations to maintain and improve the Road and boat ramp or by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omission of the County.

7. Clark shall indemnify and hold the County harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees and costs including any appeals, by virtue of any default or breach of Clark of any of its obligations to maintain and improve the Road and boat ramp or by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omission of Clark.

8. The term of this Agreement shall be for a period of ten (10) years commencing upon the date of execution of the Agreement by both parties with an option to renew for an additional ten (10) years. The County and Clark shall work cooperatively to seek funding for the purchase of the property.

9 General Provisions.

9.1 All provisions, conditions, covenants, restrictions, obligations and agreements contained in this Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Land; and shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.2 If any action, lawsuit or proceeding is instituted by any of the parties arising from or related to, or with this Agreement, the prevailing party in the action, lawsuit or proceeding shall be entitled to recover from the other party all of its costs of the action, lawsuit or

proceeding, including, without limitation, reasonable attorney's fees and costs as determined by a court of competent jurisdiction.

9.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of it and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties to this Agreement, oral or written, are superseded and merged in this Agreement.

9.4 This Agreement shall be governed by and construed under the laws of the State of Florida without choice of law rules. The venue for any action, lawsuit or proceeding arising out of or relating to this Agreement shall be in Taylor County, Florida.

9.5 Specifically the County gives up no right to claim a prescriptive easement on the road and the boat ramp.

9.6 No modification, waiver, amendment, discharge, or change to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement.

9.7 Unless otherwise specifically provided for in this Agreement, all notices, demands or other communication given shall be in writing and shall be deemed to have been duly given and received (a) on personal delivery; or (b) as of the date sent by facsimile (if sent prior to 5:00 p.m. Eastern Standard Time and if receipt has been acknowledged by the receiving machine); or (c) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above; or (d) on the immediate succeeding business day after deposit with Federal Express or another similar overnight delivery system. Any Party to this Agreement may from time to time, by written notice to the other, designate a different address that shall be substituted for the one above specified.

9.8 All provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the parties.

9.9 Either party may terminate this Agreement by giving six (6) months written notice to the other party. Termination shall occur upon receipt as set forth in paragraph 9.7. Upon termination, this Agreement shall become null and void and no longer of any force or effect.

9.10 No act by any party shall be construed to be a waiver of any provision of this Agreement, unless the waiver is in writing and signed by the Party affected. Either Party may specifically waive any breach of this Agreement by the other Party, but that waiver shall not constitute a continuing waiver of similar or other breaches.

9.11 This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

9.12 If any part of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

9.13 The County shall have the right of first refusal to purchase the Clark's real property which is described in Exhibit "A" which is attached to this Agreement and made a part hereof. Upon the receipt of a written arms length bonafide offer to purchase the real property described in Exhibit A, Clark shall provide the County with a copy of the written offer and the County shall have sixty (60) days from receipt of the written offer to accept or reject the offer.

9.14 Time is of the essence as to each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date hereinabove first set forth, or as otherwise provided herein.

Signed, sealed and delivered
in the presence of:

Witness
Print Name: Michael S. Smith

Witness
Print Name: Lydia L. Johns

CLARK PROPERTIES OF TAYLOR COUNTY, LLC
a Florida Limited Liability Company

(SEAL)
DEBORAH C. CASEY
Managing Member

(SEAL)
PAUL L. WORLEY, JR.
Managing Member

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 4th day of September, 2009, by **DEBORAH C. CASEY and PAUL L. WORLEY, JR., AS Managing Members of CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company,** who personally appeared before me at the time of notarization.

(SEAL)

LYDIA L. JOHNS
MY COMMISSION # DD 676869
EXPIRES: September 19, 2011
Bonded Thru Notary Public Underwriters

NOTARY:

Lydia L. Johns

[XX] personally known to me
[ ] produced _____
As identification

Signed, sealed and delivered
in the presence of:

Jack R Brown
Witness
Print Name: Jack R. Brown

Annie Mae Murphy
Witness
Print Name: Annie Mae Murphy

TAXLOR COUNTY, FLORIDA
a Florida political subdivision

_____(SEAL)
By: Mark Wiggins
As: Chairman

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 10th day of June, 2010, by _____, AS _____ of **TAYLOR COUNTY, FLORIDA, a Florida political subdivision** , who personally appeared before me at the time of notarization.

(SEAL)

NOTARY:

Lawanda Emerton

[X] personally known to me
[ ] produced _____
As identification

THE LEGAL DESCRIPTION ON EXHIBIT "A" IS NOT THE LEGAL DESCRIPTION ON THE SURVEY. PLEASE CORRECT AND RETURN TO THE CLERK FOR RECORDING.

7/7/10

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

WHEN AGREEMENT IS FULLY EXECUTED, IT WILL NEED TO BE RECORDED IN THE CLERK'S OFFICE.

WILL ALSO NEED A LEGAL-SIZED COPY OF THE SURVEY TO GO WITH THE DOCUMENTS TO BE RECORDED, AS SAME IS AN EXHIBIT TO THE AGREEMENT.

DocuSign Envelope ID: FA63D233-0C02-4CFE-AE30-535ACC66E800

EXTENSION OF AGREEMENT

THIS is a three (3) month extension of Agreement between **CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company**, (hereinafter referred to as 'Clark') and **TAYLOR COUNTY, FLORIDA, a Florida political subdivision**, (hereinafter referred to as the 'County').

1. Clark and the County entered into the attached Agreement; a copy being marked Exhibit "A".

2. Clark and the County by this extension have agreed to extend the said Agreement for a period of three (3) months from June 10, 2020 to September 10, 2020.

3. This Agreement may be extended for an additional three (3) months from September 10, 2020 by writing a letter requesting same. This is at Clark's option.

4. All provisions of the attached Agreement (Exhibit "A") shall remain in full force and effect for the said three (3) month extension.

Signed, sealed and delivered
in the presence of:

_____
Witness
Print Name:_____

_____
Witness
Print Name:_____

CLARK PROPERTIES, a Florida General Partnership

DocuSigned by:
Paul Worley for Clark Properties
9A10DECECEC64E4...
_____(SEAL)
By: PAUL L. WORLEY, JR.
As: Managing Member
7/16/2020 | 10:21 AM PDT

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020, by **PAUL L. WORLEY, JR., as Managing Member of CLARK PROPERTIES, a Florida Limited Liability Company**, who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

_____
[ ] personally known to me
[ ] produced _____
As identification

DocuSign Envelope ID: FA63D233-0C02-4CFE-AE30-535ACC66E800

Signed, sealed and delivered in the presence of:

Witness
Print Name: Theresa Copeland

Witness
Print Name: Marsha A. Durden

TAYLOR COUNTY, FLORIDA
a Florida political subdivision

By: _____ (SEAL)
As: Chairperson

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 15th day of July, 2020, by Pam Feagle, **as Chairperson of TAYLOR COUNTY, FLORIDA, a Florida political subdivision,** who personally appeared before me at the time of notarization.

LAWANDA PEMBERTON
MY COMMISSION EXPIRES
AUGUST 24, 2022
#GG 250596
Notary Public Underwriters
Bonded thru
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY:
LaWanda Pemberton
[X] personally known to me
[ ] produced _____
As identification

DocuSign Envelope ID: FA63D233-0C02-4CFE-AE30-535ACC66E800

The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

July 14, 2020

VIA E-MAIL

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

Re: Yates Creek

Dear LaWanda:

One more time, enclosed is another extension agreement. Paragraph 3 is at Clark's option.

Please get Pam to sign and make sure it gets to Mr. Ray Curtis right away.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

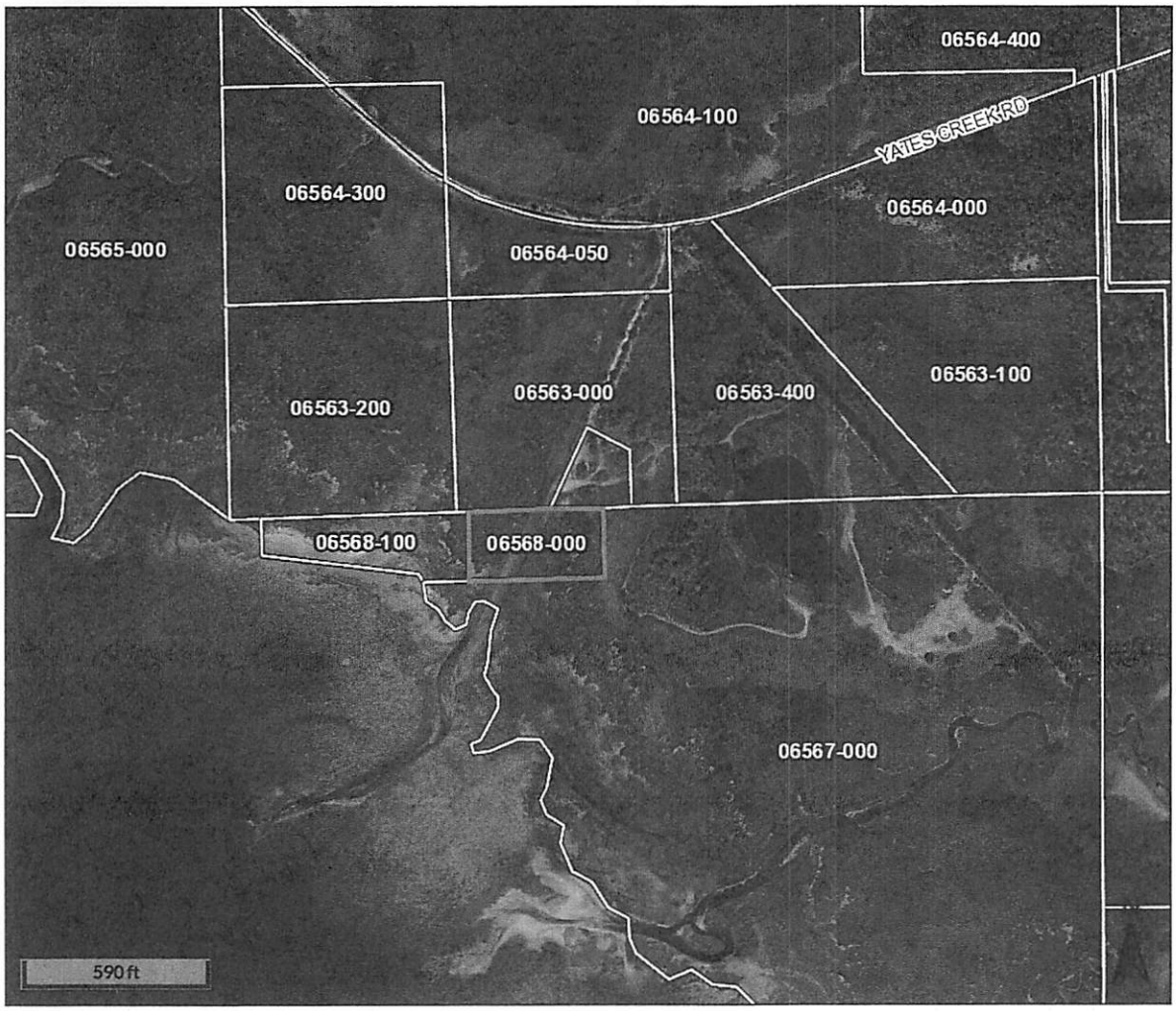
CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy

Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview

Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	06568-000	**Alternate ID**	n/a	**Owner Address**	EZELL BILLY & KAREN TRUSTEES
Sec/Twp/Rng	08-07-07	**Class**	Vacant		21131 KEATON BEACH DR
Property Address	Unassigned Location RE CO	**Acreage**	2.07		PERRY FL 32348

District CO

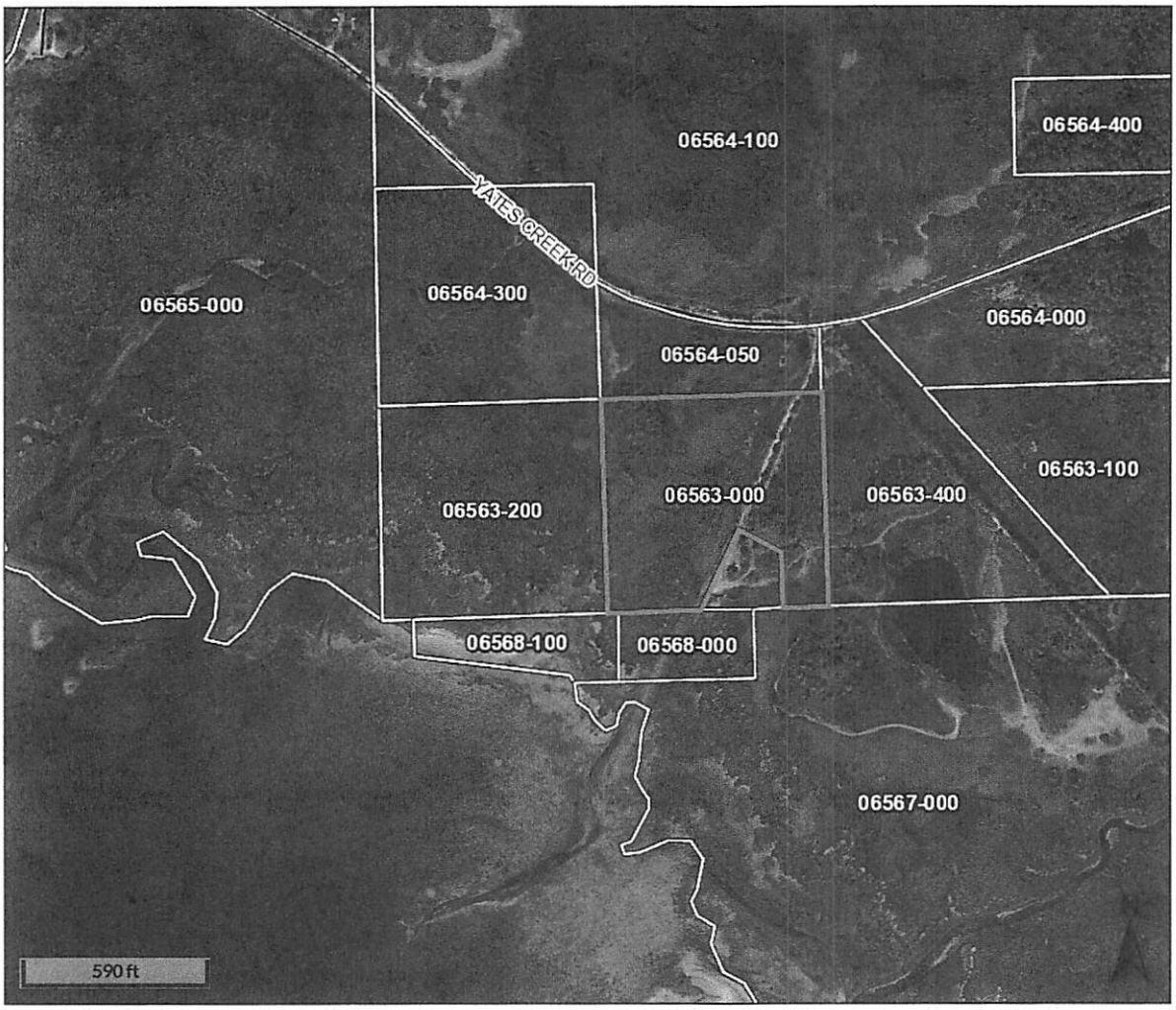
Brief Tax Description LEG 0002.07 ACRES - COM NE COR OF SECT TN W 1573.90 FT - FOR POB TH S 210 FT W 429.14 FT N - 210 FT E 429.14 FT TO POB - SUBJ TO EMST IN OR 228-610 - OR 266-367 - OR 337-126 -
(Note: Not to be used on legal documents)

Date created: 8/31/2020
Last Data Uploaded: 8/28/2020 10:14:46 PM

Developed by Schneider GEOSPATIAL

Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview

Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	06563-000	**Alternate ID**	n/a	**Owner Address**	EZELL ROBERT D & ROGER E TRUSTEES
Sec/Twp/Rng	05-07-07	**Class**	Vacant		1001 COVE DR
Property Address	Unassigned Location RE CO	**Acreage**	9.5		PERRY FL 32348

District CO

Brief Tax Description LEG 0009.50 ACRES - SE 1/4 OF SW 1/4 OF SE 1/4 - OR 228-598 - LESS PART OF OR 228-300 - SUBJ TO ESMT IN OR 228-607 - OR 361-782
(Note: Not to be used on legal documents)

Date created: 8/31/2020
Last Data Uploaded: 8/28/2020 10:14:46 PM

Developed by Schneider GEOSPATIAL

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO DISCUSS COUNTY OWNED LOTS AT KEATON BEACH
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: TO DISCUSS OPTIONS REGARDING COUNTY OWNED LOTS AND SEAWALLS AT KEATON BEACH.

Recommended Action:

Fiscal Impact: UNKNOWN AT THIS TIME

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: COUNTY STAFF RECEIVED A CALL SEVERAL MONTHS AGO REGARDING A SEAWALL IN NEED OF REPAIR IN KEATON BEACH. THIS CALL WAS REFERRED TO CODE ENFORCEMENT. UPON FURTHER INVESTIGATION IT WAS DISCOVERED THAT THIS PARTICULAR SEAWALL IS LOCATED ON A PORTION OF WHAT APPEARS TO BE A COUNTY OWNED LOT THAT ALSO SERVES AS A CANAL IN KEATON BEACH ADJACENT TO THE RUSSELL PROPERTY.

SUBSEQUENTLY, IT WAS BROUGHT TO THE COUNTY ADMINISTRATOR'S ATTENTION THAT AN ADDITIONAL LOT WAS OWNED BY THE COUNTY AND THERE WAS ANOTHER SEAWALL IN NEED OF REPAIR, THIS LOT IS LOCATED ADJACENT TO THE FLEMING PROPERTY.

DUE TO CONCERNS OF THE CONDITION OF THE SEAWALLS COUNTY STAFF CONTRACTED WITH COASTAL RESOURCES ENGINEERING, L.L.C. FOR AN ENGINEERING ANALYSIS REPORT OF THE CONDITION OF THE TWO SEAWALLS. THE RESULTS OF THE ANALYSIS SHOW THAT THE SEAWALL ADJACENT TO THE RUSSELL PROPERTY IS SUFFICIENT FOR AT LEAST TEMPORARILY. THE SEAWALL ADJACENT TO THE FLEMING PROPERTY IS IN NEED OF REPAIR.

LINDA RUSSELL HAS HIRED A CONTRACTOR TO REPAIR THE SEAWALL ADJACENT TO HER PROPERTY.

MEG INFORIATI HAS REQUESTED THAT THE COUNTY CONSIDER REIMBURSEMENT FOR PAYMENT OF HALF OF THE COSTS TO FOR REPAIRS TO THE SEAWALL LOCATED ADJACENT TO THE PROPERTY OWNED BY HERSELF AND HER HUSBAND. REPAIRS ARE ESTIMATED TO BE $9,500 AT THIS TIME.

Options:

Attachments:

COPY OF DEED
MAP OF PARCELS
EMAIL FROM PROPERTY OWNER
REPORTS FROM COASTAL RESOURCES ENGINEERING, LLC

FORM 1123 FLORIDA WARRANTY DEED (From Corporation)

No. 11687

TUTBLANX REGISTERED U S PAT OFFICE
Tuttle Law Print, Publishers, Portland, Vt.

OFFICIAL RECORD 26 PAGE 611

This Indenture,

Made this 16th *day of* June *, A. D. 19* 61 *,*

Between KEATON BEACH, INC.,
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Taylor *and*
State of Florida *party of the first part, and*
Taylor County, a political subdivision of the State of Florida,

of the County of Taylor *and State of* Florida
party of the second part,

Witnesseth, *That the said party of the first part, for and in consideration of the sum of* ---other valuable considerations and Ten---------- *Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said part Y of the second part, and its heirs and assigns forever, all that certain parcel of land lying and being in the County of* Taylor *and State of Florida, more particularly described as follows:*

Lot 17 Unit #3, and Lot 18, Block C,
Unit #1, of KEATON BEACH, INC., as shown
by map or plat thereof recorded in the
Office of the Clerk of the Circuit Court
in and for Taylor County, Florida.

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:*

To Have and to Hold *the same in fee simple forever.*

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its* secretary *the day and year above written.*

(Corporate Seal)

Attest: W. E. Walker
Secretary

KEATON BEACH, INC.

By William A. Ladousky
President.

Signed, Sealed and Delivered in Our Presence:

R. O. Rice

Rose I. Hathaw

State of Florida,

County of POLK

I HEREBY CERTIFY, *That on this* 16th *day of* June *A. D. 19* 61, *before me personally appeared* William C. Sadousky *and* Tom B. Walker *President and* Secretary *respectively of* KEATON BEACH, INC., *, a corporation under the laws of the State of* Florida *, to me known to be the persons described in and who executed the foregoing conveyance to* Taylor County, a political subdivision of the State of Florida *and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.*

WITNESS *my signature and official seal at* Winter Haven, *in the County of* Polk *and State of Florida, the day and year last aforesaid.*

Rose L Kitchens
Notary Public

*My Commission Expires*_____

Notary Public, State of Florida at Large.
My Commission Expires June 11, 1963

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

JUL 3 10 10 AM 1961

RECORDED IN OFFICIAL
RECORD 26 PAGE 611-612
C. RALPH CARLTON, CLERK

Warranty Deed

FROM CORPORATION

KEATON BEACH, INC.

TO

Date June 13th, 1961.

ABSTRACT OF DESCRIPTION

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6978-000
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18
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6979-100
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6980-100
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15
16
17
6876-000
Denver H. III & Meg Fleming
21019 Keaton Beach Dr.
Linda Russell
21030 Keaton Beach Dr.
KEATON CANAL
KEATON BEACH DR
21
6879-500
22
32
33
6917-02
37
6918-00
40
6923-1
41
44

COASTAL RESOURCES ENGINEERING, L.L.C.

P.O. Box 1034, Perry, Fl. 32348
Telephone: (850) 672-0145
Fax: (850) 578-3095
E-mail: johnkg6@comcast.net

July 13, 2020

Danny Griner, Building Official
Taylor County Building Department
201 E. Green St.
Perry, FL 32347

Re: Engineering Analysis Report
Retaining Wall at 21030 Keaton Beach Dr.
Taylor County, FL

Dear Mr Griner,

Last week, we performed a visual inspection of the property at the referenced address, focusing on the existing earth retaining wall (seawall) and the new wall which is under construction to replace a portion of it. The results of that inspection are as follows:

The existing wall is collapsing and overturning into the cut-thru canal on the southern end of the property, threatening the lot with severe erosion. A replacement wall is under construction, where the damage is worst near the bridge on Keaton Beach Drive. In order for retaining walls to be stable, several engineering design criteria must be satisfied. First the wall material itself must be strong enough to span between the support provisions, secondly, the wall must be able to resist overturning from the earth pressure behind the wall, and third, provisions must be included to keep water from flowing downward behind the wall, carrying soil under the wall with it(undermining).

As the replacement wall is partially constructed , some of these design features cannot be directly observed, however, a number of vertical rebar can be seen extending out of the concrete top of the wall. And, according to the contractor, the wall contains horizontal rebar and wire mesh, reinforcing the concrete to resist tensile forces from the landward side.

To resist overturning, 12" diameter pilot holes were post-holed at approximately 4-5' o.c. behind the wall and equipped with 5' long mobile home screw anchors. The holes were then filled with concrete Plastic covered cables are connected to the wall rebar and to the top and bottom end of the screw anchors to resist overturning forces along the wall. The bottom of the wall includes a 24' wide by 12' deep footer to help hold the wall in place. and resist runoff water from behind the wall exiting under the base into the canal.

One concern we noted with the wall is there is open space behind the wall that can allow rain runoff to build up behind the wall, increasing the earth pressure and possibly resulting in a discharge under the wall. This open space should be filled , compacted, and graded to direct runoff over the lip of the wall as soon as possible.

The construction of the wall is somewhat crude owing to the limited space and economic consideration, but it does have basic design features which should allow it to function successfully for at least some time period into the future.

If you should have any questions or we can provide additional information, please call me at 850/672-0145.

Sincerely,

John K. Gentry

John K. Gentry
FL P.E. # 16990

John K. Gentry
7/13/20

COASTAL RESOURCES ENGINEERING, L.L.C.

P.O. Box 1034, Perry, Fl. 32348
Telephone: (850) 672-0145
Fax: (850) 578-3095
E-mail: johnkg6@comcast.net

July 13, 2020

Danny Griner, Building Official
Taylor County Building Department
201 E. Green St.
Perry, FL 32347

Re: Engineering Analysis Report
Retaining Wall at 21019 Keaton Beach Dr.
Taylor County, FL

Dear Mr. Griner

Last week, we performed a visual inspection of the property at the referenced address, focusing on the existing earth retaining wall(seawall). The results of that inspection are as follows:

The existing wall is collapsing and overturning into the cut-thru canal on the southern end of the property, threatening the lot with severe erosion. No construction to repair this situation was observed.

In order for retaining walls to be stable, several engineering design criteria must be satisfied. First the wall material itself must be strong enough to span between the support provisions, secondly, the wall must be able to resist overturning from the earth pressure behind the wall, and third, provisions must be included to keep water from flowing downward behind the wall, carrying soil under the wall with it(undermining).

Retaining walls (seawalls) are typically constructed from interlocking vinyl panels, with concrete dead-men tie backs for support or with reinforced concrete , with an expanded footer. Typical examples of these types of construction are attached. This type of construction is recommended at this location.

Some installers have attempted to shore up existing walls that are failing by stacking rows of sand bags against the front of them to resist further horizontal movement. However, in our opinion, the chances of this type of repair being successful are slim and placement of sandbags on the seaward side of the wall will require fill permits from local and Federal permitting agencies.

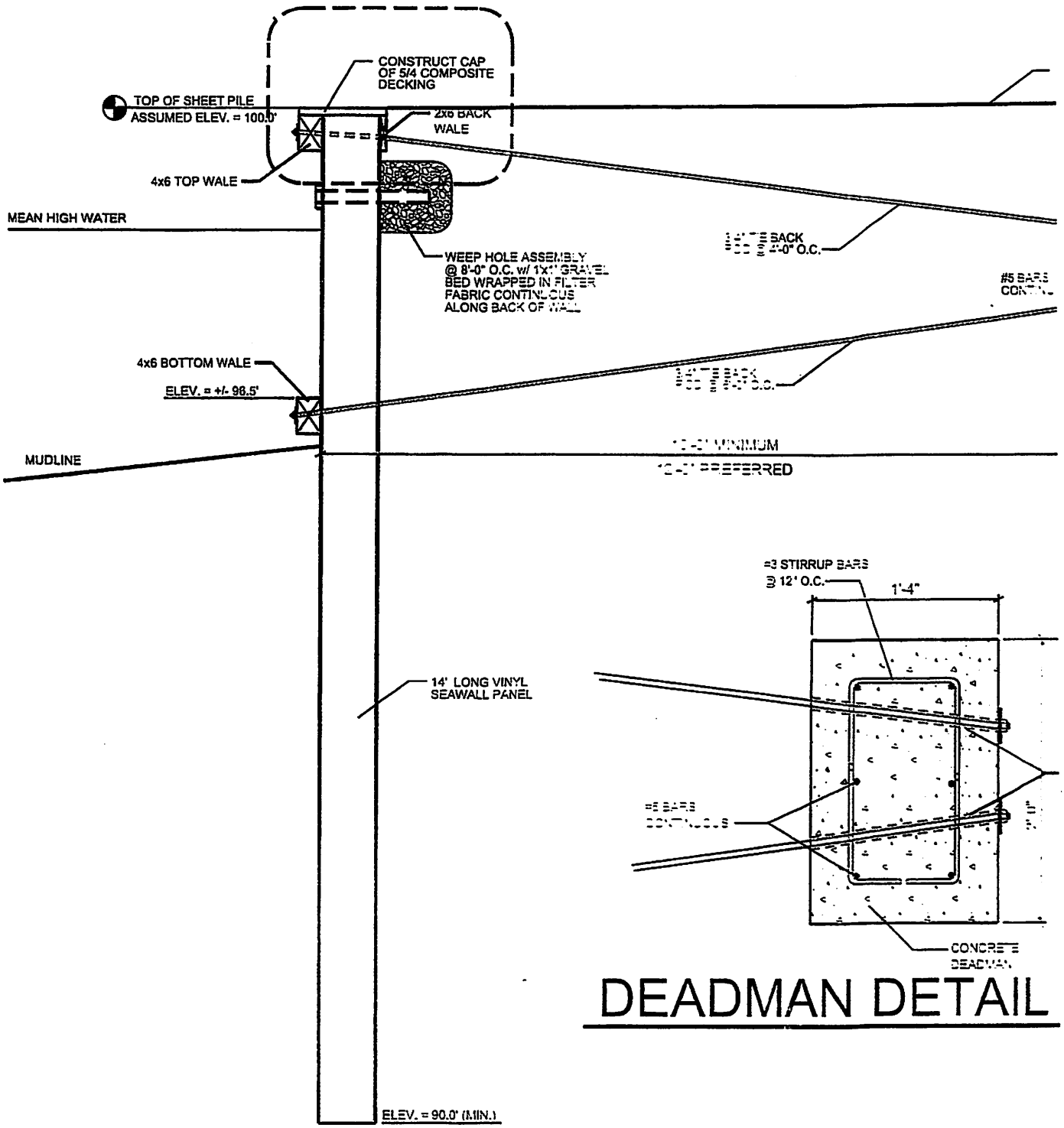
If you should have any questions or we can provide additional information, please call me at 850/672-0145.

Sincerely,

John K. Gentry

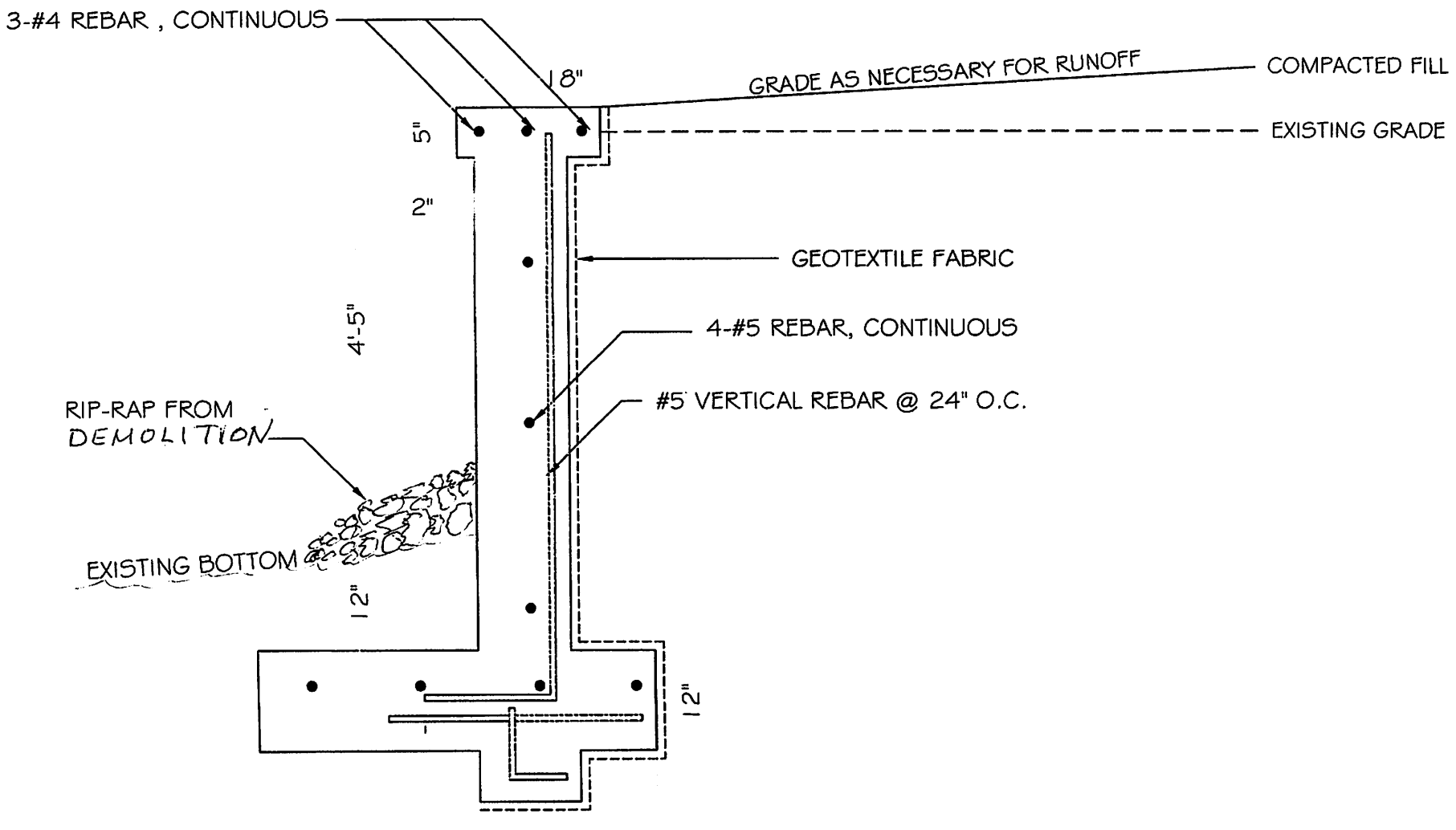
John K. Gentry
FL P.E. # 16990

John K. Gentry
7/13/20

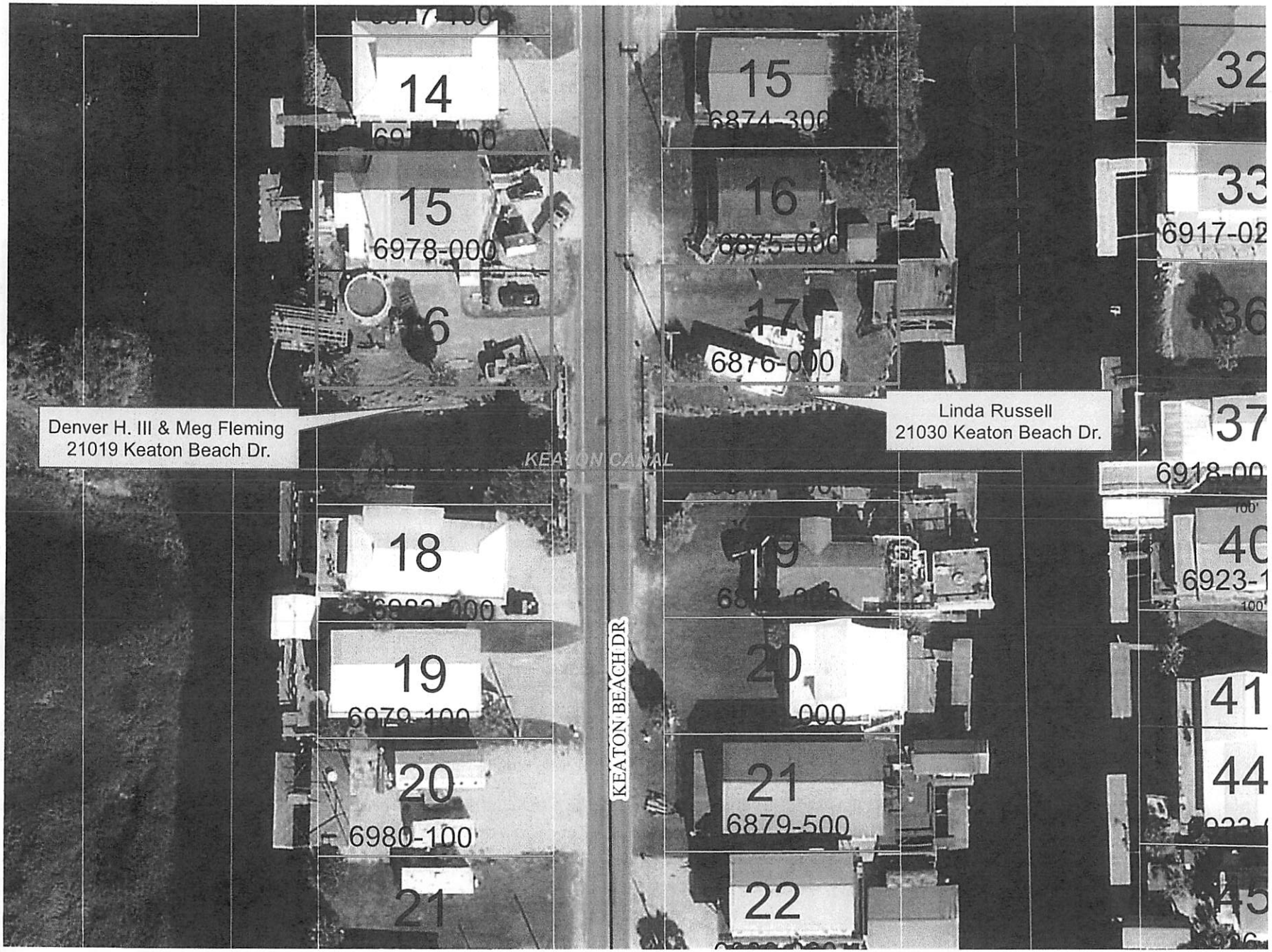


DEADMAN DETAIL

VINYL SEAWALL SECTION



CONCRETE SEAWALL SECTION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6923-1
41
44
45
Denver H. III & Meg Fleming
21019 Keaton Beach Dr.
Linda Russell
21030 Keaton Beach Dr.
KEATON CANAL
KEATON BEACH DR

FORM 1123 FLORIDA WARRANTY DEED (From Corporation)

No. 11687

TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT.

OFFICIAL RECORD 26 PAGE 611

This Indenture,

Made this 16th *day of* June *, A. D. 19* 61 *,*

Between KEATON BEACH, INC., *a corporation existing under the laws of the State of* Florida *having its principal place of business in the County of* Taylor *and State of* Florida *party of the first part, and* Taylor County, a political subdivision of the State of Florida, *of the County of* Taylor *and State of* Florida *party of the second part,*

Witnesseth, *That the said party of the first part, for and in consideration of the sum of* ---other valuable considerations and Ten---------- *Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its heirs and assigns forever, all that certain parcel of land lying and being in the County of* Taylor *and State of Florida, more particularly described as follows:*

Lot 17 Unit #3, and Lot 18, Block C, Unit #1, of KEATON BEACH, INC., as shown by map or plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Taylor County, Florida.

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:*

To Have and to Hold *the same in fee simple forever.*

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its* secretary *the day and year above written.*

(Corporate Seal)

Attest: V. E. Walker
Secretary

KEATON BEACH, INC.

By William R. Ladousky
President.

Signed, Sealed and Delivered in Our Presence:

R. O. Rice

Rose I. Rittaur

OFFICIAL RECORD 26 PAGE 612

State of Florida,
County of POLK

I **HEREBY CERTIFY,** *That on this* 16th *day of* June *A. D. 19* 61, *before me personally appeared* William C. Sadousky *and* Tom B. Walker *President and* Secretary *respectively of* KEATON BEACH, INC., *a corporation under the laws of the State of* Florida *, to me known to be the persons described in and who executed the foregoing conveyance to* Taylor County, a political subdivision of the State of Florida *and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.*

WITNESS *my signature and official seal at* Winter Haven, *in the County of* Polk *and State of Florida, the day and year last aforesaid.*

Ruth L Keithan
Notary Public

*My Commission Expires*_____

Notary Public, State of Florida at Large.
My Commission Expires June 19, 1962

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

JUL 3 10 19 AM 1961

RECORDED IN OFFICIAL
RECORD 26 PAGE 611-612
C. RALPH CARLTON, CLERK

Warranty Deed
FROM CORPORATION

KEATON BEACH, INC.

TO

Date June 13th, 1961.

ABSTRACT OF DESCRIPTION

Marsha Durden

From: LaWanda Pemberton
Sent: Thursday, September 03, 2020 8:00 AM
To: Marsha Durden
Subject: Fw: Fleming wall estimate

This is the email I forgot to add.

From: meg infiorati <megifl@yahoo.com>
Sent: Friday, August 28, 2020 4:03 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Fleming wall estimate

Hi,
Thanks for asking on the cost.

We'd put in a rip rap wall. About 85 feet long, 5 to 6 feet tall using 50 lb bags of quick crete as the best long lasting solution for salt water projects.

Labor $5,000.00
Materials with free delivery from lowes is $4500.00 (best estimate from lowes).
Thanks again for keeping this moving...
Meg

Meg E Infiorati, PhD
Organizational Psychology
Organizational Management
850-371-1702
Megifl@yahoo.com

Sent from Yahoo Mail on Android

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO DISCUSS REQUEST FOR DRAFT REQUEST FOR PROPOSAL DOCUMENTS AND ADVERTISEMENT FOR THIRD PARTY EMERGENCY MEDICAL SERVICES FOR TAYLOR COUNTY.
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: TO PROVIDE APPROVAL OF DOCUMENTS SOLITICING EMERGENCY MEDICAL SERVICES FOR TAYLOR COUNTY

Recommended Action: APPROVAL DOCUMENTS AND ADVERTISE

Fiscal Impact: UNKNOWN AT THIS TIME

Budgeted Expense: PARTIALLY BUDGETED

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS HAS A CONTRACT FOR WITH DOCTORS MEMORIAL HOSPITAL FOR EMERGENCY MEDICAL SERVICES UNTIL 2024. THE BOARD HAS BEEN IN DISCUSSIONS REGARDING A REQUEST BY DOCTORS MEMORIAL HOSPITAL FOR AN INCREASE IN THE MONTHLY STIPEND, SUBCONTRACTING EMERGENCY MEDICAL SERVICES, OR A COMBINATION OF BOTH.

THE BOARD VOTED ON JULY 27, 2020 TO INSTRUCT THE COUNTY ADMINISTRATOR TO BRING BACK TO THE BOARD A REQUEST FOR PROPOSAL DOCUMENT AND ADVERTISEMENT FOR THIRD PARTY EMERGENCY MEDICAL SERVICES FOR TAYLOR COUNTY.

Options: ADVERTISE AS IS/EDIT AND ADVERTISE/DO NOT ADVERTISE

Attachments: DRAFT REQUEST FOR PROPOSAL AND ADVERTISEMENT

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting proposals for **COUNTY WIDE EMERGENCY MEDICAL SERVICE.**

Qualified firms or individuals desiring to provide the requested services must submit their proposal in an envelope or similar package marked **"Sealed proposals for COUNTY WIDE EMERGENCY MEDICAL SERVICES IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on Friday, October 16, 2020.

All proposals MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at **9:xx A.M.**, local time, or as soon thereafter as practical, on **TUESDAY, OCTOBER 20, 2020** at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Clerk of Court, located at 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, OR from the Taylor County Board of County Commissioners website at www.taylorcountygov.com .

There is a MANDATORY pre-proposal conference Monday, October 12, 2020 at 10:00 A.M. in the Commission Chambers at the Taylor County Administrative Complex, 201 E. Green Street, Perry, FL 32347.

The County reserves the right, in its' sole absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time or waive any irregularities in the proposal process. The County reserves the right to award any contract(s) to the proposer/respondent which 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 proposal 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 proposal price. **No faxed proposals will be accepted.**

For additional information and a proposal package contact:

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32348
(850)838-3500, Ext. 6
lpemberton@taylorcountygov.com

LEGAL SECTION
4 ISSUES
WEDNESDAY 09/16/2020
WEDNESDAY 09/23/2020
WEDNESDAY 09/30/2020
WEDNESDAY 10/07/2020
BILL TO T.C.B.C.C.

Proposal packages may also be obtained from www.taylorcountygov.com

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

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REQUEST FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS FOR COUNTY WIDE EMERGENCY MEDICAL SERVICES

GENERAL PROPOSAL INFORMATION

1. Proposal documents shall be obtained from The Clerk of Courts, 1st floor courthouse office, 108 North Jefferson Street, Suite 102 Perry, FL 32347 Telephone (850) 838-3506 Documents may also be obtained from www.taylorcountygov.com.

2. Proposals **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, Friday, October 16, 2020 to arrive no later than **4:00 PM, local time.**

3. Proposals **MUST** be in a sealed envelope plainly marked on the outside: "RFP for Emergency medical Services".

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

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

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

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

8. Proposals shall be received and respondents announced on Tuesday, October 20, 2020 at 9:xx A.M. or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time waive any irregularities in the proposal process. The County reserves the right to award any contract(s) to the proposer/respondent which 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 proposal 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 proposal price, pursuant to Taylor County Ordinance No. 2003-12.

10. There is a MANDATORY pre-proposal conference on Monday, October 12, 2020 at 10:00 A.M. in the Commission Chambers at the Taylor County Administrative Complex, 201 E. Green Street, Perry, FL 32347.

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11. It is the responsibility of the Proposers to fully understand and follow all contract expectations.

12. All proposals submitted require General Liability and Workers' Compensation Insurance, and must include a Certificate of Insurance showing $5,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the proposal, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workers' Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the proposal award, is hereby advised that the proposal will be given to the next highest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current Florida Workers' Compensation Exemption Certificate, and a signed Taylor County Workers' Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the proposal will be disqualified.

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**

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

15. For additional information, contact

LaWanda Pemberton, County Administrator

201 E. Green Street

Perry, FL 32347

850-838-3500 ext. 6

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SCOPE OF WORK

The Taylor County Board of County Commissioners (Board) is soliciting proposals and statement of qualifications from qualified and reliable emergency medical services providers for county wide emergency medical service.

The Board is seeking the highest quality, most reliable emergency medical services providers.

SECTION 1 INTRODUCTION

Taylor County is a rural community located in the Florida Big Bend area. Taylor County covers a land mass of approximately 1,232 square miles with an estimated population of 21,623 and median age of 41. The County seat is the City of Perry (6,928 pop.)

There is one Hospital and one Long-term Care facility located in the City of Perry.

Transport/Call Volume is as follows:

01/2020 – 07/2020

	Inter-facility	Scene	Total
Main Station (DMH)	78	1,461	1,539
Steinhatchee	51	276	327
Total:	129	1,737	1,866

2019 Yearly Total

	Inter-facility	Scene	Total
Main Station (DMH)	191	2,858	3,049
Steinhatchee	42	449	491
Total:	233	3,307	3,540

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SECTION 2 MINIMUM SERVICES

- The Contractor shall provide not less than three (3) staffed ALS transport emergency medicals through the duration of the contract period to answer 911 calls. One of the three staffed emergency medicals is to be located in the Steinhatchee area 24/7.
- All emergency medicals shall be maintained and equipped to meet State DOH standards and Medical protocols.

- Any scheduled special events that the contractor collects additional fees for shall not utilize one of the three ALS transport crews/units.
- The Contractor shall be the primary means of inter-facility transfers.
- The Contractor at a minimum shall provide a supervisory position (EMS Director) that will work independently of ALS transport units.
- The Contractor shall be responsible to provide a Medical Director and medical protocols.
- The Contractor shall be responsible for obtaining any State licensing.
- The Contractor shall furnish stand-by coverage for all structure fires consisting of not less than one ALS unit. The Responding ALS unit will respond to the scene commander.
- The Contractor shall foster an integrated First Response program with the City and County Fire Departments.
- The Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous fashion.
- The Contractor shall provide facilities as necessary to meet service requirements. Lease agreements utilizing current facilities may be negotiated.

SECTION 3 ADDITIONAL INFORMATION

Equipment listed below may be available to awarded Contractor.

Tag Number	Description	Information/Status
000831	Power Pro Cots (5)	
000874	Radio Comm Various Portable & Mobile radios	
000881	Evac Stair Chair (2)	
000883	2002 Freightliner Red	Emergency medical in lot
000963	LifePak 15 DefibX4 Monitors/Defibs/in use	
001012	Stryker Power Load Power Load Base in Med 4	
001035	Auto Vent 400 X4	Currently have 3 of these units/Poor shape
000454	LifePak 12 Monitor Monitors in use	
MIN 22Q	2016 Ford F-450	Mileage 172,100

Tag Number	Description	Information/Status
MFV57G	2012 Ford F-350	Mileage 256,350
MIR12F	2005 Chevy C4500	Mileage 196,410
MIL58F	2012 Ford F-350	Mileage 301,238

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SECTION 4 FIRST RESPONDERS

There are two fire service providers within Taylor County (City of Perry F.D. and Taylor County F.R.). These agencies often provide initial response medical care. The contractor shall provide a system of replacing medical supplies and equipment used by first responders at no cost to the agency.

SECTION 5 INSURANCE

The Board will require a hold harmless agreement from the Contractor covering personal injury, property damage, and/or professional responsibility claims that results from performance of this contract.

The Board will also require a certificate of insurance and a copy of the policy in which Taylor County is named as an additional insured for:

- Automobile liability in the amount of $1,000,000.00 for each accident for bodily injury and property damage
- General liability of $5,000,000.00 for each occurrence of bodily injury and property damage
- Professional liability in the amount of $5,000,000.00 for each claim
- Workers' compensation- amount shall be as required by Florida law based upon Contractors employees.

SECTION 6 PROPOSAL CONTENT AND OUTLINE

Proposals must include page numbers and have major sections tabbed. Each should have a table of contents that outlines the proposal content, and should be sequenced and numbered consistent with the requirements of this RFP. Any information that does not fit logically into one of the numbered sections should be included in an appended section.

a) Company Profile and Experience

- Present a Brief overview of the contractor's history and organization that includes the name of the contractor's contact person, telephone, fax number, and email address.
- Relative to the scope of services for the project, describe the specific ability of the company. Include any innovative approaches to providing the services: briefly describe your quality assurance/quality control program. Describe how your company ensures reliability in providing quality service to the citizens of Taylor County.
- Describe the contractor's expertise in managing a countywide emergency medical service similar in size and population of Taylor County.
- Present Resumes of all personnel that will be assigned to management of the service to include but not limited to the Medical Director, Service supervisor (director), company President/CEO.
- List the Counties or municipalities that the contractor is currently providing Emergency Medical Services for.
- Provide a list of any and all accreditation obtained by your company.
- Provide information of any circumstances under which any contracts were terminated, failure to complete and allegations of deficient service, if applicable.
- List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include the title of this case, case number, court and monetary amount.
- List any instances of major regulatory action or sanctions against your organization, including suspension or revocation of any operating license or permit, any sanction under Medicare or

DRAFT

Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private or non-profit.

- Provide a short narrative describing any circumstances of bankruptcy, early termination of contracts, litigation involving your company, and/or regulatory actions or sanction involving emergency medical services against your company within the past five years.

b) Emergency medical Personnel

- Describe the number of EMT-Paramedics and EMT-Basics that will be employed, as well as those that will staff each emergency medical unit.
- Describe the programs that will be used for recruitment, hiring, training/continuing education and employee retention, to ensure a high quality workforce of clinically competent employees that are appropriately certified, licensed, and/or accredited.

c) System Design and Deployment Parameters

- Present a deployment plan that complies with all of the minimum requirements of this RFP, bearing in mind that the content of said plan shall be described within any eventual contract language. Include in this plan the timeline from signed contract to an operational service.
- Describe other EMS companies and agencies which the company proposes to maintain mutual aid and coverage agreements.

d) Response-Time Performance

- Describe how the deployment plan will meet the response-time performance criteria within Taylor County. Response time will be defined as the interval between the time an emergency medical call was dispatched until the time the emergency medical arrives at the location of the request for service. The service area for Taylor County will be divided into three (3) zones for reporting and tracking response times. Compliance to response time standards shall be the same for each zone.

- Maximum Emergency Response Times (90% compliance) as follows:
    - Urban (within 8 road miles of designated locations)
        - Zone 1 designated locations
        - Hampton Springs Ave and Jefferson Street-Perry
        - 9th Street NE and 1st Avenue S- Steinhatchee
        - For each response in an urban zone the contractor requirement shall be 10 minutes
    - Rural (areas beyond 8 road miles of Zone 1 designated locations)
        - For each response in the rural zone the contractor requirement shall be 14 minutes
    - Remote (areas beyond 16 miles of Zone 1 designated locations)
        - For each response in the remote zone the contractor requirement shall be 20 minutes
    - Exemptions
        - Response times outside of contracted service area
        - Responses where service was canceled while responding
        - Responses with extenuating circumstances

- Equipment failure, traffic congestion, Emergency medical failure, or other such causes shall not be grounds to grant exemption.
- A detailed written request for exemption due to extenuating circumstances must be received by the County Administrator within 96 hours of the incident.
- Penalties
    - Failure of the Contractor to meet response time requirements will result in a deduction from the monthly subsidy.

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Percentage of Response within parameters

90-100	No Penalty
80-90	$2,500 (per month or occurrence)
75-80	$5,000
Less than 75	$10,000 and contract review for possible termination

*Occurrences of greater than three (3) within a calendar year will result in a contract review for possible termination

Occurrences begin each calendar year.

e) Recruitment and Retention of Employees

- The Board is concerned about the continued employment of employees with significant local knowledge about the geography and citizens in the service area. Proposers shall submit a plan to retain and employ as many current local employees as possible.

f) Communications

- The Board will provide dispatch services through the Taylor County Sheriff Dispatch. All of Taylor County Emergency Services operate on the Statewide Law Enforcement Radio System (SLERS).
- The Contractor shall furnish all necessary equipment, monthly fees, and support to communicate with dispatch and other emergency services including but not limited to, radios, phones, pagers and data consoles; outside of currently available equipment that is available to Contractor on a one time basis.

g) Vehicles

- Provide a description of each emergency medical unit that will be placed in frontline service at the beginning of the contract, including any that will be used as reserve units. The description must include, at a minimum:
    - Chassis manufacturer, model, year and current mileage.
    - Emergency medical manufacturer, type and year built.
    - Emergency medical replacement plan, including maximum mileage.
    - Stretcher manufacturer and model
    - General description of medical equipment, supplies, controlled substance storage, etc. to be kept on unit at all times.
- Provide a description of how the mechanical operation of the emergency medicals will be maintained and kept in working order, including the maintenance of other components of the emergency medical compartment to ensure the highest quality of reliability.

h) Service Rates and Fees

- Provide basic charges for service including:
    - BLS
    - ALS1
    - ALS2

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- Mileage
- No Transport

- Submittals in response to this request shall include the following;
- The annual cost of service to Taylor County Board of County Commissioners.
- List of insurance networks your company contracts with.

i) Budget and Billing

- Describe how the Proposer will have sufficient financial resources to meet the requirements of the RFP.
- The Proposer will provide five years of financial statements with its proposal.
- Provide a complete projected budget outlining all projected operating costs for the first two years of operation.
- Describe what electronic software or applications will be utilized to bill patients, Medicare/Medicaid and third party payers, and whether billing will be performed internally or externally. If an external billing company will be utilized, provide contact and other information concerning the experience of such company in emergency medical billing.

j) Disaster Management

- Describe how the Proposer will integrate its delivery of services with the County's Comprehensive Emergency Management Plan and provide no less than around the clock staffing of the Emergency Operations Center, ESF 8.

k) Records Management System ("RMS")

- Provide the name and general features of the electronic RMS that will be used to document ePCR's incident data (e.g. incident locations, time-stamps, etc.)
- Describe how the RMS will link to the current CAD at each PSAP.

l) NHTSA Performance Measures

- Describe how the Proposer would apply and measure the indicators for system and service performance as found in the 2009 National Highway Traffic Safety Administrator's ("NHTSA") publication entitled, "Emergency Medical Services Performance Measures".

m) Patient Centered Healthcare/Patient Satisfaction

- Describe how the organization will focus on patient centered healthcare; including the health of the County's population; and reducing the per-capita cost of EMS.

n) Measurement of Patient Outcomes & Clinical Success Rates

- Describe methods to be used to regularly measure and report patient outcomes and clinical success rates.

SECTION 7 SELECTION AND EVALUATION PROCEDURES

EVALUATION / SELECTION OF PROPOSALS

The Board will utilize a selection review committee consisting of Board staff and other parties who will review and rank all submittals received. The evaluation criteria listed below will be utilized to evaluate companies. The Selection Review Committee will short list the submittals and invite companies to give a presentation to the Board. The Board shall be the sole judge of its own best interests, the submittals and the resulting negotiated agreement. The Board's decision will be final.

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required.

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Each of the firms will be required to execute the Truth-In Negotiation Certificate as defined in Florida Statutes, 287.055. Selection as best qualified will be based on the following considerations:

2. Review of all responses to the Request for Proposals received will proceed as follows:

a. The Review Committee will review all written documents submitted

b. The Committee's ranking of prospective firms shall be based on the Evaluation / Selection criteria listed below:

Scoring

1.	Cost to the County	30
2.	Continuing Education Program	15
3.	Company's Experience with scope of RFP	30
4.	Quality of Apparatus	5
5.	Client references	5
6.	Ability to provide desired level and quality of service	5
7.	Quality of insurance networks	5
8.	Charges to the Public	5

c. The Committee may request oral presentations/interviews from the Respondent when establishing the recommended priority or short list. Firms will be notified of dates and times of any interviews.

3. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information to understand information submitted in a proposal.

4. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.

5. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.

6. The Board shall approve the terms, conditions and costs associated with the overall Contract for Emergency Medical Services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties.

7. Any cost to prepare a response to this RFP and any subsequent presentation/interviews are solely that of the Consultant and the County assumes no responsibility for such cost incurred by the Respondent.

8. POSTING OF INTENDED DECISION/AWARD: The County's decision will be posted on ttp://www.taylorcountygov.com/government/county_proposals/index.php. Any proposer who is adversely affected by the recommended award or intended decision must file the following with the Taylor County Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348:

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a. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to INSERT CONTACT), and

b. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the County must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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TOTAL LUMP SUM PRICE: $ _____

Proposer acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award the project for purposes of value engineering.

COMPANY NAME: _____

SUBMITTED BY: _____

Print Name

_____ _____

Signature Date

(please place this sheet at the front of the proposal package)

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PROPOSAL CHECKLIST

Check Items Included:

_____ 1. Required proposal information referenced above.

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

_____ 3. Declaration Page from Workers' Compensation Insurance or Exemption

Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement **(MUST BE INCLUDED WITH PROPOSAL).**

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

Checklist **Please include with proposal.**

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HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

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COUNTY WIDE EMERGENCY MEDICAL SERVICE

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2020,

WITNESS:

_____ _____

_____

STATE OF FLORIDA

COUNTY OF TAYLOR

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

Witness may hand and official seal this _____ day of _____, 2020.

_____

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2020, by

_____

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SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No._____ for_____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is_____

_____and

(if applicable) its Federal Employer Identification Number (FEIN) is_____,

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

3. My name is _____ and my relationship to the entity name above is _____.

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

    a. A predecessor or successor of a person convicted of a public entity crime: or

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

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

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The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

_____

(Signature)

_____

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____

_____

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

DRAFT

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO REVIEW AND APPROVE A RESOLUTION AND AGREEMENT PROVIDING FOR THE TRANSFER OF MAINTENANCE RESPONSIBILITES OF RAILROAD GRADE CROSSINGS AND CROSSING TRAFFIC CONTROL DEVICES ON WRIGHT ROAD TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: TO TRANSFER MAINTENANCE OF RAILROAD CROSSING LOCATED ON WRIGHT ROAD TO THE FLORIDA DEPARTMENT OF TRANSPORTATION

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: NONE

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ON JANUARY 17, 2017 THE BOARD VOTED AND APPROVED THE TRANSFER OF A SECTION OF STATE ROUTE 55, ALSO KNOWN AS US ROUTE 221 FROM THE CITY LIMITS OF PERRY TO THE INTERSECTION OF COUNTY ROAD 359, ALSO KNOWN AS WRIGHT ROAD, AND SUBSEQUENTLY TRANSFER COUNTY ROAD 359, ALSO KNOWN AS WRIGHT ROAD, TO THE FLORIDA DEPARTMENT OF TRANSPORTATION. AS PART OF THE TRANSFER, THE RAILROAD CROSSING ON WRIGHT ROAD WAS TRANSFERRED FROM THE COUNTY TO THE STATE'S MAINTENANCE RESPONSIBILITY. THE RAILROAD TRANSFER AGREEMENT HAS BEEN SIGNED BY THE RAILROAD AND IS NOW BEING ROUTED TO THE COUNTY FOR SIGNATURE.

Options:

Attachments: DRAFT RESOLUTION
TRANSFER AGREEMENT
EMAIL CORRESPONDENCE

Marsha Durden

From: Phillips, Kelli <Kelli.Phillips@dot.state.fl.us>
Sent: Friday, August 07, 2020 3:01 PM
To: LaWanda Pemberton
Cc: Marsha Durden; Hank Evans; Dement, Kimberly; Coffman, Kyle; Whitney, Donna
Subject: Railroad transfer agreements for Wright Road railroad crossing in Perry, FL
Attachments: 409211 FDOT - from County to FDOT - Complete Agreement UPDATED 03092020 713467V AGN OmniTrax Signed.pdf; Resolution - County to State - Wright Road.pdf

Importance: High

Ms. Pemberton –

Early next week I will be placing four railroad transfer agreements in the mail to you at:

LaWanda Pemberton, County Administrator
201 E. Green St.
Perry, Fl. 32347

These agreements pertain to the recent roadway transfer of Wright Road in Perry. As part of the transfer, the railroad crossing on Wright Road was transferred from the County to the State's maintenance responsibility. The railroad transfer agreement has already been signed by the railroad and is now being routed to the County for signature. Once the agreement has been signed by the County, it will be routed within FDOT for final execution and the County will be sent a copy for their records.

Would you please send me an email next week to let me know you received the agreements? You can also process the agreement via DocuSign if you prefer, so I will attach an electronic copy to this email in case you want to handle electronically. Please note there is a resolution attached that will need to be signed and returned with the agreements.

Please let me know if you have any questions or concerns.

Kelli D. Phillips, CPM
District Rail Administrator
1109 South Marion Avenue, MS 2018
Lake City, Florida 32025-5874
TEL-386-961-7868 CELL-904-838-6839
kelli.phillips@dot.state.fl.us

RESOLUTION
TRANSFER OF RAILROAD CROSSING AND CROSSING TRAFFIC CONTROL DEVICES

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD CROSSING TRANSFER AGREEMENT PROVIDING FOR THE TRANSFER OF MAINTENANCE RESPONSIBILITIES OF RAILROAD GRADE CROSSINGS AND CROSSING TRAFFIC CONTROL DEVICES PURSUANT TO TRANSFER OF PUBLIC ROAD JURISDICTION AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO. _____

WHEREAS, pursuant to Section 335.0415, Florida Statutes, the jurisdiction of CR 359A / Wright Road, in Perry, Florida, was transferred from Taylor County to Florida Department of Transportation; and

WHEREAS, the undersigned parties desire to execute a Railroad Crossing Transfer Agreement to transfer the maintenance responsibilities of grade crossings and crossing control devices for all railroad crossings located on said public road.

NOW, THEREFORE, BE IT RESOLVED BY Taylor County COUNTY, FLORIDA:

That Taylor County enter into a Railroad Crossing Transfer Agreement with the State of Florida Department of Transportation and the Georgia & Florida Railway, LLC Company, a copy of which is attached and made a part hereof; and

That the Chairman and Clerk of the Board of County Commissioners Taylor County, are authorized to execute said Railroad Crossing Transfer Agreement.

That this RESOLUTION shall take effect immediately upon adoption.

Duly adopted by the Board of County Commissioners Taylor County, Florida, in regular session this _____ day of _____, ____.

_____
Authorized Signature

Name: _____

Title: _____

ATTEST: _____ (SEAL)
Authorized Signature

Name: _____

Title: _____

DocuSign Envelope ID: 386A4073-28B7-4E0B-9384-3730362E3297

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-47
RAIL
02/03

RAILROAD TRANSFER AGREEMENT
GRADE CROSSING AND TRAFFIC CONTROL DEVICES
COUNTY TO DOT

ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER
CR 359 / Wright Road	TAYLOR	6(38501-2601)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Georgia & Florida Railway, LLC, a corporation organized and existing under the laws of Delaware, with its principal place of business in the City of Denver, County of Denver, State of Colorado, hereinafter called the COMPANY; and Taylor County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY. The actual date of transfer occurred March 04, 2019.

WITNESSETH:

WHEREAS, the Parties have by separate agreement provided for the transfer of CR 359 / Wright Road from the COUNTY to the DEPARTMENT; and

WHEREAS, F.S. 335.0415, Florida Statutes, provides for the transfer of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the state, county, and municipal road system; and requires the COUNTY to sign an agreement with the DEPARTMENT covering the transfer of maintenance responsibility for any portion of a road constructed with federal assistance; and

WHEREAS, the parties therefore wish to provide for the orderly transfer of all railroad crossing agreement associated with the jurisdictional transfer of the road, hereinafter referred to as "Existing Agreements."

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

1. The COUNTY assigns all of its rights and duties in the Existing Agreements listed in Exhibit "A" to the DEPARTMENT. The Existing Agreements are modified only to the extent that the DEPARTMENT is substituted in place of the COUNTY as a party to the Existing Agreements, and is subject to all rights and duties contained therein. Attached to the DEPARTMENT counterpart is a copy of all agreements listed in Exhibit "A".

2. The DEPARTMENT accepts the foregoing assignment and assumes all obligations and duties thereunder.

3. The COMPANY agrees to the foregoing assignment and shall look solely to the DEPARTMENT for the performance under the Existing Agreements.

4. This Agreement shall take effect on the same date of the transfer of maintenance responsibility of the roads listed in Exhibit "A" from the COUNTY to the DEPARTMENT as provided in F.S. 335.0415, Florida Statutes.

5. That the COUNTY, by Resolution No. _____, has authorized execution of this Crossing Transfer Agreement by the Chairman and Clerk of the Board of County Commissioners on its behalf.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Greg Evans, District Two Secretary

COMPANY: Georgia & Florida Railway, LLC

BY: DocuSigned by: John Spiegleman 0B8FB52DE58A470...

TYPED NAME: John Spiegleman

TITLE: CLO and GC

Taylor COUNTY , FLORIDA

BY: _____

TITLE: _____

Approved as to Form, Legality
and Execution

BY: _____
Attorney - DOT Date

EXHIBIT "A"
CROSSING TRANSFER AGREEMENT

STATE ROAD NO.	COMMON ROAD NAME	FDOT/AAR CROSSING NUMBER	RAILROAD	R.R. MILEPOST	AGREEMENT DATE	SUBJECT
	CR 359/Wright Rd	713467V	Georgia & Florida Railroad	74.25	8/28/1997	Grade Crossing & Traffic Control Devices Agreement

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Rd.	Taylor	6(38501-2601)	SN-8888-(471)

THIS AGREEMENT, made and entered into this 28th day of August, 19 97, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Georgia and Florida Railroad operated by Gulf & Ohio Railways, a corporation organized and existing under the laws of Tennessee with its principal place of business in the City of Knoxville, County of Knox, State of Tennessee, hereinafter called the COMPANY; and Taylor COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the DEPARTMENT as Job No. 38501-6600, on CR 359/Wright Road, which crosses at grade the right-of-way and tracks of the COMPANY'S Milepost GB 74.25, FDOT/AAR Crossing Number 713467-V, at or near Perry, FL, as shown on DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY hereby grants to the DEPARTMENT the right to construct the said Road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type Precast Concrete Crossing, in accordance with the DEPARTMENT'S Standard Index No. 560 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area. The COUNTY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification to the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.

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3. It is further agreed mutually between the parties hereto that the grade crossing as recognized by this Agreement:

____ (a) Is adequately signalized for the safe operation of the general public. However should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with or without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed, whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal policy at the time of such installation.

XX (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and by reference made a part hereof. After installation of said signals is completed, fifty (50) percent of the expense thereof in maintaining the same shall be born by the COUNTY and fifty (50) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the said signals at said grade crossing; or unit it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

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4. All work contemplated hereunder shall at all times be subject to the approval of COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT, or DEPARTMENT'S Contractor, shall give COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of COMPANY'S right-of-way.

5. Unless otherwise agreed upon herein, the COUNTY agrees to insure that the advance warning signs and railroad crossing pavement marking will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchman or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to COMPANY'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of $2,000,000.00 dollars, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed from Federal funds, with respect to bodily injury, death and property damage, is limited to a combined amount of $6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart A, Transmittal 1 dated December 9, 1991, and any supplements thereto or revisions thereof.

8. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on COMPANY'S right-of-way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

9. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said Road in accordance with the provisions set forth in the:

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____ (a) DEPARTMENT Procedure 725-080-225 "Reimbursement", dated November 8, 1989, and Rule 014-46.002 "Responsibility for the Cost of Railroad/Highway Crossings", Florida Administrative Code dated July 22, 1982.

__XX__ (b) Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I; and Subchapter G, Part 646, Subpart B, dated December 9, 1991,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

10. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the cost thereof in the amount of $ 188,350.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

12. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

__XX__ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

____ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

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____ (c) An agreed lump sum of $_____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

14. The installation and/or adjustment of the COMPANY'S facility as planned (will not) involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

____ (a) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

____ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

____ (c) $_____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

17. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and

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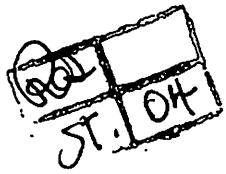
recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provision of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

18. Should the use of said Crossing be abandoned, due to the removal of the roadway, then all rights hereby granted to the COUNTY shall thereupon cease and terminate and the COUNTY will, as its sole cost and in a manner satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, providing the COMPANY may, at its option, remove the said Crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

19. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage cost charge or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

20. This agreement terminates and supersedes the existing signal agreement dated October 4, 1989.



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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary

ATTEST: Lisa Lambert
Secretary

(SEAL)

COMPANY: Georgia and Florida Railroad operated by Gulf & Ohio Railways

BY: _____

ATTEST: Janet I. Krupp
Secretary

(SEAL)

Taylor COUNTY, FLORIDA

BY: _____

(Title: Chairman, Taylor County Board of County Commissioners)

ATTEST: Annie Mae Murphy

(SEAL)

Approved as to Form, Legality and Execution

BY: _____ 7/9/97
Attorney - DOT Date

Approved as to Funds Available

BY: See Attached Enc. Form Dated 7-9-97
Fiscal - DOT Date

Approved as to FHPG Requirements

BY: Exempt From FHWA Project Reviews
FHWA Date

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY RESOLUTION

GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FORM 725-090-55
RAIL - 09/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-2601)	SN-8888(471)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. ———

ON MOTION OF Commissioner Hankerson, seconded by Commissioner Strickland, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on CR 359/Wright Road, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF TAYLOR COUNTY, FLORIDA;

That Taylor County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Georgia and Florida Railroad Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 38501-6600 on CR 359/Wright Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 713467-V located near Taylor, Florida: and

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the Georgia and Florida Railroad Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Taylor County, Florida, in regular session this 4th day of August, 1997.

Chairman of the Board of County Commissioners

ATTEST: Annie Mae Murphy (SEAL)
Clerk of the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

RECYCLED PAPER

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==========

ENCUMBRANCE INPUT FORM

==========

RUSH _____ (Needed by __/__/____ (date))

Reason for RUSH : _____

___ Advertise _____(Letting Date) ___ Award ___ Renewal

____Letter of Authorization _X_ New ___ Court Order ___ Overrun

____Supplemental ___ Correction ___ Addition ___ Termination Agmt.

Contract # _AE876___ Contract Type AA/ACMethod of Procurement _R__

Vendor Name Georgia & Florida R/R Vendor ID VF 582-168-994-001__

Has Written/Verbal Approval from a Participating Federal Agency been received ___ Yes _X_ No

Fed Agmt Amt_____ State Funds $188,350.00 Local Funds_____

Beginning date of this Agmt: 07/21/97(Must be after fund approval)

Ending date of this Agmt: 07/21/01(Estimate if necessary)

Execution date of this Agmt: __/__/__(Only on original agreements)

Has work been authorized to begin? ___ Yes _X_ No

Have standard financial provisions been altered by contract terms?

___Yes _X_ No If so, show Revision date: _____

Does this agreement and/or change order include provisions for reimbursement to D.O.T. from other entities? ___ Yes _X_ No

****

Brief description of work: Installation of flashing lights and gates, concrete crossing and necessary flagging during the widening of CR 359 in Perry, Florida.

****

ORG-CODE	EO	OBJECT	AMOUNT (PROGRAM#)	CO/SEC/JOB#/PH (WPI #)	FCT (FUND) numeric
(FY's) To be completed if funded in 2 or more fiscal years.					
55024010206	11	563007	_$188,350.00 (3003)	38501/6600/49 (2129102)	127 (100)
(97-98)					
55			( )	( ) ( )	
( )					
55			( )	( ) ( )	
( )					
		TOTAL AMOUNT	$188,350.00_		

Originator:_Donna Whitney_____ Date:_7/9/97____ Phone SC 881-3668

E-mail user ID_PT227dw_____

****

TO BE COMPLETED BY OFFICE OF COMPTROLLER

****

BUDGET ENTITY _____5590_____ CATEGORY ____088717-98_____

WORK ORDER BALANCE __AUTH. ON 7/8/97=188,350.00_____

ALLOTMENT ___NOT POSTED_____ YEAR ____ DATE CHECKED _____

FUNDS APPROVED BY ____CLAIRE UMLAUF_____

_____ DATE: __7/9/97_____

****

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

FORM 725-090-41
RAIL
07/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-2601)	SN-8888(471)

COMPANY NAME: Georgia and Florida Railroad

A. JOB DESCRIPTION & LOCATION: Install Flashing Lights and Gates on CR 359/Wright Road in Taylor County

B. TYPE OF ROADWAY FACILITY: 2 Lanes Undivided, Rural

C. FDOT/AAR XING NO.: 713467-V RR MILE POST TIE: GB 74.25

D. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 17882

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	Flashing Signals - One Track	$1,404.00
II	Flashing Signals - Multiple Tracks	$1,858.00
III	Flashing Signals and Gates - One Track	$2,117.00
IV	Flashing Signals and Gates - Multiple Tracks	$2,657.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-46.002
Responsibility for the Cost of Automatic Highway Grade Crossing Traffic Control Devices

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 1991 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

WORK DESCRIPTION
GRADE CROSSING TRAFFIC CONTROL DEVICES

FORM 725-090-09
RAIL
09/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-2601)	SN-8888(471)

RAILROAD COMPANY

Georgia and Florida Railroad

A JOB DESCRIPTION & LOCATION: Install Flashing Lights and Gates on CR 359/Wright Road in Taylor County

B. TYPE OF ROADWAY FACILITY: 2 Lanes Undivided, Rural

C. FDOT/AAR XING NO.: 713467-V RR MILE POST TIE: GB 74.25

D TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX NO.: 17882

E. STATUS AND PROPOSAL:

1 EXISTING DEVICES. (See Agreement dated 10/4/89)

a. _____ None-New Crossing.
b. _____ Crossbuck and Disk.
c. XX Flashing Signals with Disk.
d. _____ Flashing Signals with Cantilever.
e. _____ Flashing Signals with Gates.
f. _____ Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating CONSTRUCTION PROJECT)

a. _____ No.revision required.
b. _____ Crossbuck and Disk.
c. _____ Flashing Signals and Disk.
d. _____ Flashing Signals with Cantilever.
e. XX Flashing Signals with Gates.
f. _____ Flashing Signals with Cantilevers and Gates.
g. _____ Relocate existing signal devices:
(1) _____ (Without) addition of Gates.
(2) _____ (With-Without) synchronization with highway traffic signals.

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS:

1 N/A By others (_____ Company)
2 _____ By Railroad Company.

G. AUTHORITY REQUESTED: (Draft attached: XX Yes _____ No)

1. XX Agreement (Third Party Participating Taylor County)
2 _____ Supplemental Agreement No. _____
3. _____ Crossing Permit.
4 _____ Estimate for Change Order No. _____
5 _____ Letter of Authority
6 _____ Letter of Confirmation (No Cost to Department).

H. OTHER REMARKS: _____

Negotiations to be completed by: August, 1997
Signal installation target date. _____
Synchronization. (Draft attached _____ Yes _____ No)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FORM 725-090-07
RAIL
09/93

WORK DESCRIPTION
GRADE CROSSING
NEW OR RECONSTRUCTION

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-6600)	SN-8888(471)

RAILROAD COMPANY

Georgia and Florida Railroad

A. JOB DESCRIPTION & LOCATION: Replace railroad crossing with a precast concrete crossing during widening of CR 359 in Taylor Co.

B TYPE OF ROADWAY FACILITY 2 Lanes Undivided, Rural

C. FDOT/AAR XING NO.: 713467-V RR MILE POST TIE GB 74.25

D TYPE CROSSING PROPOSED: Precast Concrete DOT INDEX: 560

E. STATUS AND PROPOSAL:

1. EXISTING CROSSING (See Agreement dated None on Record)
   - a. XX To be improved as permanent public road crossing.
   - b. _____ To be (used-improved) for temporary (haul-detour) operation, Pit No. _____
   - c. _____ To be relocated (See above for new location) Existing crossing will
     - (1) _____ remain in place for local use.
     - (2) _____ be abandoned and removed by Railroad forces.
   - d. _____ To be eliminated - Remarks _____

2 NEW CROSSING:
   - a. XX To be constructed as permanent public road crossing.
   - b. _____ To be constructed for temporary (haul-detour) operation. Pit No. _____
   - c. _____ Relocated from elsewhere (See 1.c. above, Re: Existing Crossing).
   - d. _____ Requires Public Hearing (State Statute 335.141 & 120.57)

F. VERTICAL ALIGNMENT:
1. _____ Meeting elevation of existing rails.
2. XX Track adjustments necessary. Rails to be (raised-lowered) To be determined feet.

G. CROSSING PROTECTION: (Signal Sheet attached: XX Yes _____ No.)

H DRAINAGE ITEMS: (Drainage Sheet attached: _____ Yes XX No.)

I. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS:
1. N/A By Others (_____ Company)
2 _____ By Railroad Company.

J AUTHORITY REQUESTED (Draft attached: XX Yes _____ No.)
1. XX Agreement (Third Party Participating Taylor County)
2 _____ Supplemental Agreement No. _____
3 _____ Crossing Permit.
4. _____ Estimate for Change Order No. _____
5 _____ Letter of Authority.
6. _____ Letter of Confirmation (No Cost to Department)

K OTHER REMARKS: Negotiations to be completed by August, 1997

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AGREEMENT FOR SIGNAL INSTALLATION OR RAILROAD/HIGHWAY GRADE CROSSING INSTALLATION

"CONTINUING CONTACT"

WHEREAS, the Federal-Aid Highway Program Manual Vol. 6, Ch. 6, Section 2, Subsection 1, Paragraph 8 allows the Live Oak, Perry and Georgia Railroad Company, Inc herein after refered to as "RAILROAD" to conform to their own specifications and design standards subject to approval by the State Highway Agency and FHWA, and

WHEREAS, the Federal Highway Program Manual Vol. 6, Ch. 6, Section 2, Subsection 1, Paragraph 9(f) allows the RAILROAD to subcontract work under an existing continuing contract at reasonable cost, and

WHEREAS, economics dictate that the RAILROAD standardize equipment to eliminate excessive maintenance inventory, and

WHEREAS, the undersigned RAILROAD and Subcontractor have practiced an amicable working relationship for the past several years, and

WHEREAS, during construction, reconstruction, improvement, repair, utility work or construction of new crossings or warning devices or repair of existing road crossings or warning devices by McHann Railroad Services, Inc of Miss , McHann Railroad Services, Inc. of Miss shall procure and maintain such bonds and insurance reasonably satisfactory to the RAILROAD to protect the RAILROAD from damage to personalty and property, and from liability to third persons, and shall have such bonds and/or insurance name the RAILROAD as additional insured, and

WHEREAS, McHann Railroad Services, Inc. of Miss. shall indemnify, defend, and hold the RAILROAD and its directors, agents, and employees, harmless from and against any and all liabilities, claims, or civil or criminal penalties resulting from any civil, criminal or administrative proceeding or order, plus the cost and expense incident thereto (including, without limitation, attorney fees and other costs of defense and settlement), which the RAILROAD incurs, becomes responsible for, or pays, to the prorata extent that said liabilities, claims or penalties are the result of any action or inaction of McHann Railroad Services, Inc. of Miss., its employees, officers, agents or subcontractors, in violating any federal, state, or local ordinance, law, rule or regulation (including statutory or common law, regardless of whether such violation is criminal, tortious, or otherwise); breaching this or any other agreement; or violating any environmental law, rule or regulation Further, McHann Railroad Services, Inc. of Miss shall be responsible for cleaning up any unauthorized or illegal dumping, disposal, or other depositing of hazardous wastes or hazardous substances on RAILROAD property, such wastes or substances being defined by any federal, state, or local environmental laws (as enacted or amended from time to time) requiring cleanup, unless such depositing is caused solely by the RAILROAD, or by its direction or failure to notify

NOW, THEREFORE, we the undersigned RAILROAD and Subcontractor do hereby establish that we have a continuing contract, said contract to exist as long as construction stipulations and construction costs are mutually acceptable and satisfy both Federal and State requirements. Construction cost is to be submitted on a unit cost basis for each project, said cost to be supported by detailed estimate

Dated this 27 day of March, 19 97

McHann Railroad Services, Inc. of Miss.
Subcontractor

By _____

Title President

Live Oak, Perry & Georgia RR
Railroad

By _____

Title V.P. Engineering

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GULF & OHIO RAILWAYS

DETAILED ESTIMATE FOR GRADE CROSSING CONSTRUCTION
(ESTIMATED COST TO CONSTRUCT GRADE CROSSINGS)

RAILROAD Live Oak, Perry & Georgia

CITY: Perry ROAD: Wright / CR 359

COUNTY: Taylor AAR NO: 713671

STATE: Florida R/R MILEPOST: GB 74.25

STATE PROJECT NO: WPI 2129102 R/R PROJECT NO: 24
SN 8888-(471)

TOTAL CONTRACTOR ESTIMATE: $ 31,140.00

RAILROAD EXPENSES

OFFICE AND PROJECT SUPERVISION, CLERICAL, ETC. $ 500.00

PRELIMINARY ENGINEERING SURVEY $ 250.00

SALVAGE OR SCRAP CREDIT $ - 0 -

DATE: 6/6/97 **TOTAL ESTIMATED COST:** $ 31,890

SIGNATURE

ESTCONST G&O

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McHann Railroad Services, Inc.
of MS
Railroad Construction and Maintenance
Post Office Box
Edwards, Mississippi 39066

EXHIBIT "A"

To: Live Oak Perry and Georgia Railroad

From: McHann Railroad Services, Inc. of Mississippi

Continuing Contract Prices - Effective thru December 31, 1997

To Construct Railroad Crossing

ITEM NO.	ITEM	UNIT	UNIT PRICE
1.	Remove existing crossing	L.F.	95.00
2.	Remove existing railroad track	T.F.	15.00
3.	Backfill crossing eliminated		
	Crushed limestone (610) rock	TON	28.00
	Asphalt pavement	TON	100.00
4.	Excavate ballast to subgrade	C.Y.	12.00
5.	Place filter fabric	L.F.	5.00
6.	Place 6" CMP for drainage	L.F.	19.00
7.	Construct track 115 lb. welded relay rail	T.F.	85.00
8.	Place ballast (No. 4 stone)	TON	30.00
9.	Raise and surface track	T.F.	5.00
10.	Install solid timber crossing	FT.	300.00
11.	Install elastomeric crossing	FT.	375.00
12.	Install plank and asphalt	FT.	275.00
13.	Install prefab concrete crossing	FT.	385.00
14.	Traffic control - detour	L.S.	5,000.00
15.	Asphalt for approaches	TON	110.00
16.	Plank and asphalt crossing without asphalt	FT.	245.00
17.	Construct 115 lb. using existing rail and tie plates	T.F.	45.00

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ESTIMATE OF COST FOR GRADE CROSSING CONSTRUCTION TO SUPPORT AN AUTHORIZATION TO PROCEED WITH CONSTRUCTION UNDER AN AGREEMENT PROVIDING FOR unit costCONTRACT.

Construct 1 - 36' - 115lb. precast concrete crossing at CR 359/Wright Road and Live Oak, Perry and Georgia Railroad, Crossing No. 713467-V, Railroad Mile Post GB 74.25

a Description of Improvement

1. Traffic control by others.
2. Remove existing crossing.
3. Remove 105' of existing track.
4. Excavate to stable subgrade thru crossing area.
5. Place filter fabric.
6. Place 6" cm pipe for drainage.
7. Construct 105' of 115lb. cw relay track.
8. Place ballast.
9. Raise & surface 300' of track.
10. Install 1 - 36' - 115lb. precast concrete crossing.
11. Clean work area.
12. Place & compact asphalt on approaches, by others.
13. Remove traffic control
14. Open road.

b. Estimated Cost.

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1. Remove existing crossing.	24	L.F.	95.00	$ 2,280.00
2. Remove existing railroad track.	105	T.F.	15.00	1,575.00
3. Excavate ballast to sub-grade.	45	C.Y.	12.00	540.00
4. Place filter fabric.	40	L.F.	5.00	200.00
5. Place 6" cmp for drainage.	40	L.F.	19.00	760.00
6. Construct track 115lb. welded relay track.	105	T.F.	85.00	8,925.00
7. Place ballast.	50	Tons	30.00	1,500.00
8. Raise & surface track.	300	T.F.	5.00	1,500.00
9. Install prefab concrete crossing.	36	Ft.	385.00	13,860.00
Total Estimate Cost of Railroad Contractor				$ 31,140.00

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DETAILED ESTIMATE FOR GRADE CROSSING WARNING DEVICES

(UNIT COST ESTIMATE TO INSTALL GRADE CROSSING WARNING DEVICES)

CITY. Perry ROAD: S.R. CR 359/Wright Road
COUNTY. Taylor. AAR NO.: 713467V LOCATION:
STATE: Florida R/R MILEPOST: GB 74.25

USING THE ATTACHED SPECIFICATIONS AND CIRCUIT PLANS, PLEASE COMPLETE YOUR PORTION OF THIS COMBINATION BID/ESTIMATE SHEET

(THIS SECTION FOR THE CONTRACTOR'S USE IN SUBMITTING A BID)

2 GATE ASSEMBLIES WIRED AND INSTALLED (COMPLETE) $ 47,190.00

2 CANTILEVER ASSEMBLIES WIRED AND INSTALLED (COMPLETE) $

1 CONTROL CABINET ASSEMBLY WIRED AND INSTALLED (COMPLETE) $ 42,745.00

STYLE "C" TRACK CIRCUITRY INSTALLED (COMPLETE) $ 39,625.00

POWER FROM SOURCE TO EQUIPMENT INSTALLED (COMPLETE) $ 1,000.00

REMOVE AND RELOCATE 2 TRAIN SIGNALS (COMPLETE) $

DATE May 14, 1997 CONTRACTOR'S TOTAL BID * $ 130,560.00

* I William Vanderberry REPRESENTING McHann Railroad Services, Inc. of Miss. SUBMIT THIS BID ON THE ABOVE ITEMS WHICH INCLUDES ALL APPLICABLE TAXES AND ALL COSTS FOR LABOR, EQUIPMENT, MATERIALS, TRAVEL EXPENSES, LODGING, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, ETC. AS NEEDED TO COMPLETE THE INSTALLATION IN ACCORDANCE WITH THE SAID SPECIFICATIONS AND CIRCUIT PLANS. THIS SINGLE SHEET SHALL STAND ALONE AS MY BID.

SIGNATURE William Vanderberry

(FOR RAILROAD CONSULTANT USE)

PRELIMINARY ENGINEERING $

DATE ESTIMATED CONSTRUCTION ENGINEERING $

(FOR RAILROAD USE)

ESTIMATED OFFICE AND PROJECT SUPERVISION $ 1500.00

ESTIMATED CLERICAL $ 500.00

SALVAGE OR SCRAP CREDIT (-) $ 100.00

TOTAL ESTIMATED COST $ 132,440

DATE 6/6/97

RAILROAD OWNER. [illegible]

OPERATING RAILROAD

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McHann Railroad Services, Inc.
Railroad Construction and Maintenance

RAILROAD TRACK-GRADE CROSSING SIGNAL INSTALLATION CONTINUING CONTRACT UNIT PRICE

Item No.	Item	Unit	Unit Price
1.	CROSSING ASSEMBLY		
	a. Standard flashers with bell 12" back to back lights on foundation	Each	$ 12,125.00
	b. Standard flashers with bell and gate.	Each	23,595.00
	c. Standard cantilever (20') flashers with bell.	Each	18,780.00
	d. Standard gate assembly for cantilevers.	Each	11,245.00
2.	CONTROL EQUIPMENT		
	a. Prewired instrument case with detection and other equipment.	Each	42,745.00
3.	FIELD MATERIALS		
	a. Track circuitry consisting of construction materials, underground cable, track connection, rail bonds, cadwell bonds, etc.	Each	23,625.00
	b. Insulated joints.	Each	450.00
	c. Insulated bridal rods.	Each	150.00
	d. Allegheny joints welded in place.	Each	2,000.00
4	FOUNDATIONS		
	a. Standard gate for cantilevers.	Each	605.00
	b. Cantilevers.	Each	710.00
	c. Standard gate for standard flashers.	Each	605.00
5	MISCELLANEOUS CHARGES		
	a. Extra cost for each foot of cantilever over 20 feet.	Per Foot	300.00
	b. Extra set of one-way 12" lights.	Each	2,100.00
	c Power pole & meter with service from power pole to signal control case.	Each	1,000.00
	d. Extra set of two-way 12" lights.	Each	3,500.00
	e. Steel Conduit for bridge.	Per Foot	6.00
	f. Transportation of old signals.	Lump Sum	300.00
	g. Steel conduit under road	Per Foot	50.00
	h. 4" schedule 80 P.V.C. pipe	Per Foot	10.00

6. Unit prices are good until December 31, 1997

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CIRTIFICATION OF CONSULTANT

I hereby certify that I am the Vice President and duly authorized representative of the firm of McHann Railroad Services, Inc. of Miss. whose address is, P.O. Box 229 Edwards, Miss. 39066, and

That except as expressly stated and described herein, neither I nor the firm of McHann Railroad Services has, in connection with its contract with Live Oak Perry & Georgia R.R. entered into pursuant to provisions of an agreement between the aforementioned entity and the State of Florida as a part of the Federal-aid project SN-8888-(471)

(a) employed or retained for a commision, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay , to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exceptions, if any)

I acknowledge that this certificate is to be furnished to the Department of Transportation in connection with the aforementioned project involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

May 14, 1997
(Date)

William VanDeberg
(Signature)

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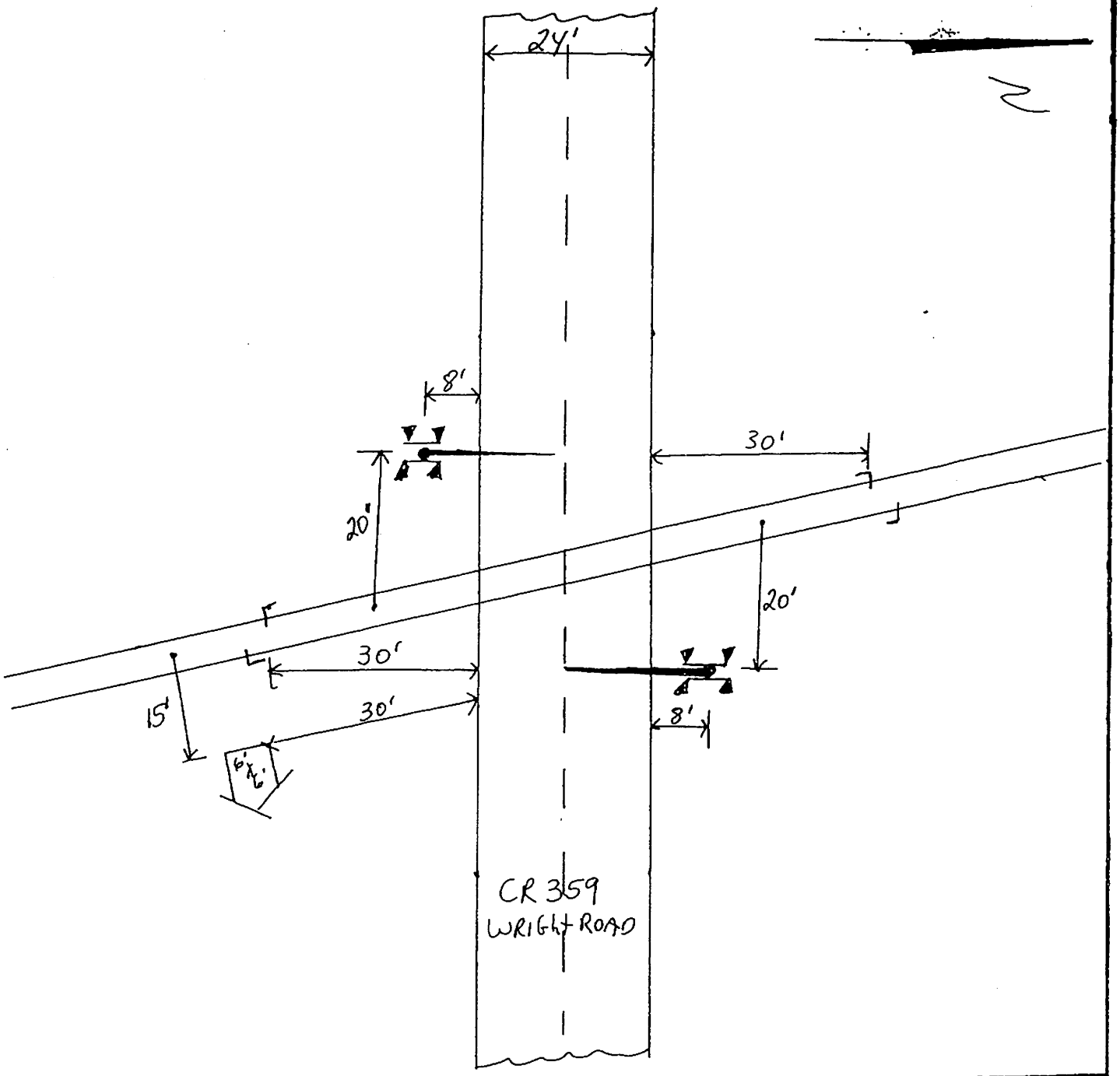

QUADRANT	NORTHEAST	SOUTHWEST	LIVE OAK, PERRY & GEORGIA RAILROAD
STD. F. L. S.	X	X	PERRY, FLORIDA
CANTILEVER			PROPOSED SIGNALS FOR
GATES	X - 19'	X - 19'	CR 359 - WRIGHT ROAD
ADDED LIGHTS			
BELLS	X	X	
BARRICADES			D.O.T # 713467V M.P.G.B 74.25
TRACK SIGN			SCALE 1" = 20' MARCH 1997

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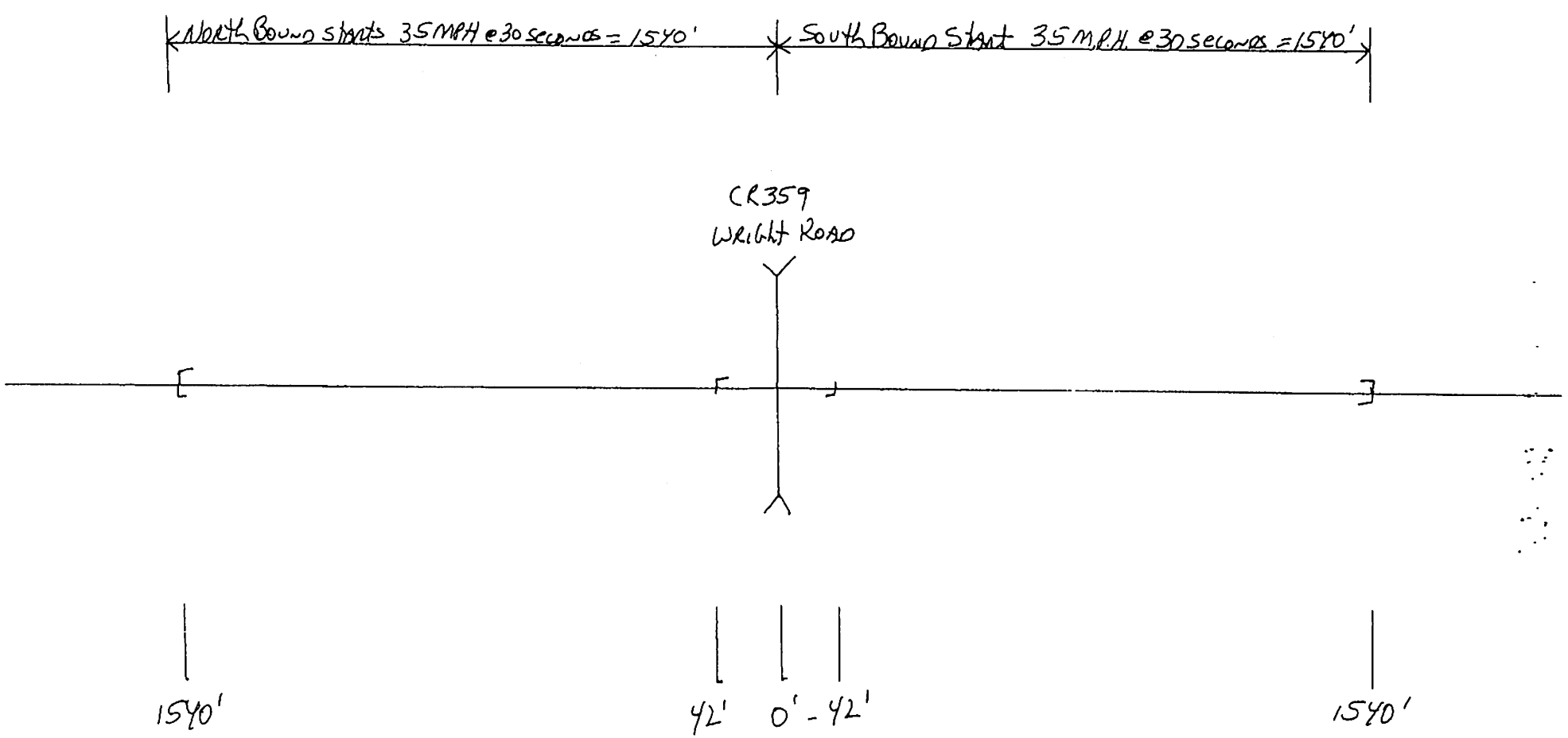

Live Oak, Perry & Gainesville Railroad
Perry, Florida
CR359 - Wright Road
Proposed start layout for
Signals
D.O.T. # 719467V M.P. GB 7.25

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Gulf & Ohio Railways
1019 Coastline Avenue • Albany, Georgia 31705 • (912) 435-6629 • FAX (912) 436-4571

Douglas O. Cochran
Vice President
Engineering

June 6, 1997

Ms. Donna Whitney
Florida Department of Transportation
P. O. Box 1089
Lake City, Florida 32056-1089

Dear Ms. Whitney:

Enclosed are the estimates you requested concerning Wright Road (CR 359). Please note that if a flagman is needed for this road widening project the additional cost will be $200.00 per day.

Please contact me if you have any questions.

Respectfully Yours,

Douglas O. Cochran

DOC/jlc

Dist. 2 Rail Office
JUN 03 1997
Received

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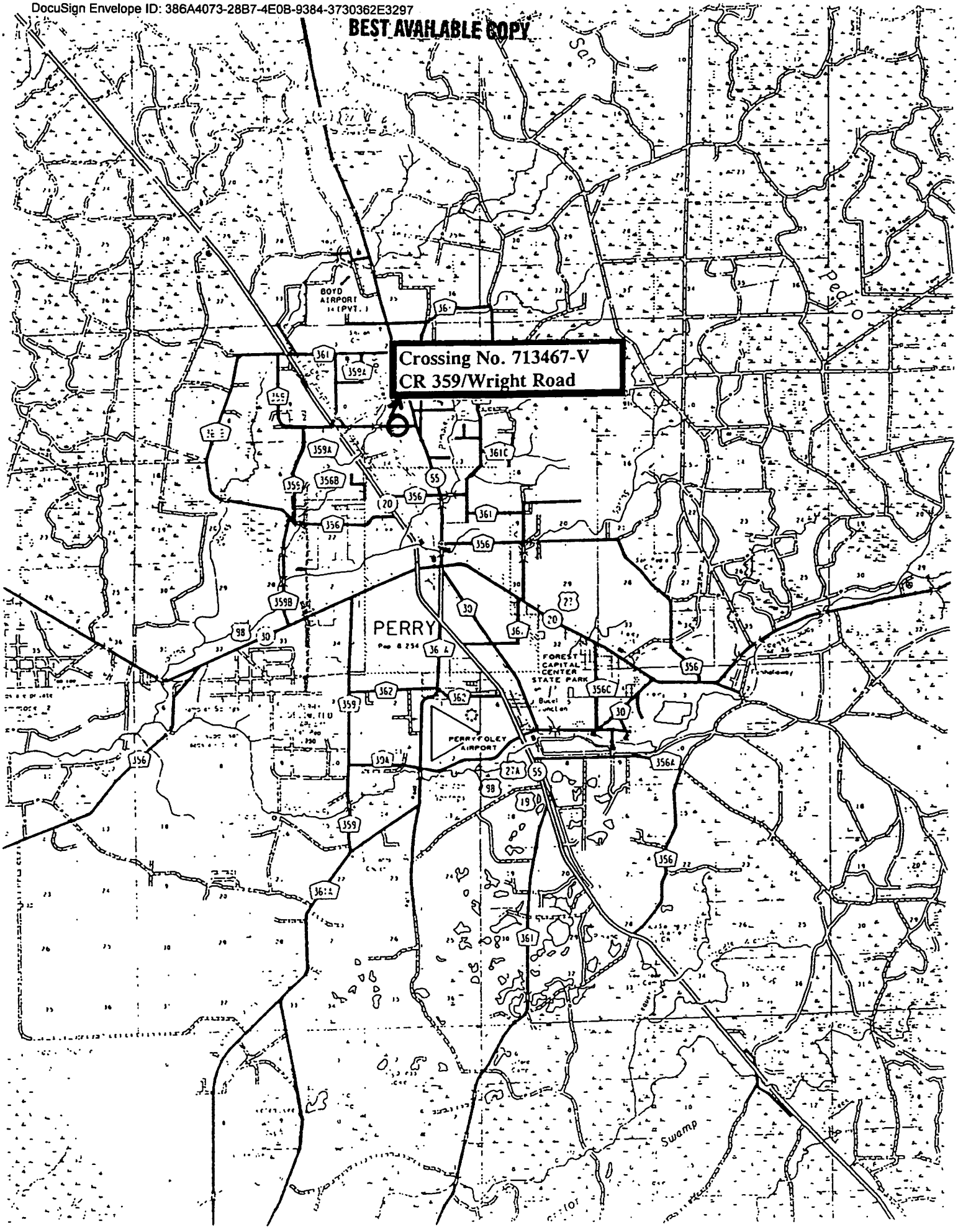

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WPI No. 2129102, FAP No. SN-8888(471)
Section 38501-6600, Road Name - CR 359/Wright Road
Taylor County, Parcel 6(38501-2601)
Crossing No. 713467-V, RRMP: GB 74.25

Railroad Flagging during widening of CR 359 in Perry, Florida in the amount of $24,000.00.

Railroad Flagging	
120 days @$200.00	$24,000.00
TOTAL	$24,000.00

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FLORIDA DEPARTMENT OF TRANSPORTATION
LAWTON CHILES
GOVERNOR

Thomas F. Barry,
Secretary

Post Office Box 1089
M.S. 2018
Lake City, Florida 32056-1089
August 29, 1997

RECEIVED
SEP 02 1997

Mr. Doug Cochran
Vice President of Engineering
Gulf & Ohio Railways
1019 Coastline Road
Albany, GA 31705

WPI No. 2129102, FAP No. SN-8888-(471)
Section 38501-6600, State Road - CR 359/Wright Road
Taylor County, Parcel 6(38501-2601)
Crossing No. 713467-V, RRMP: GB 74.25

Dear Mr. Cochran:

We are enclosing one (1) fully executed agreement dated August 28, 1997, involving your company and covering the installation of flashing lights and gates and installation of a concrete crossing estimated at $188,350.00.

The enclosed documents have been approved by the Department and you may consider this notice as your authorization to proceed with the work under the direction of this District. It is necessary that you notify our office prior to the performance of any work by Railroad forces at this location.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal Aid Policy Guide Subchapter B, Part 140, Subpart I. Should additional information or meeting with Department representatives be needed, please let us know.

Sincerely,

Donna Whitney
Rail Specialist

DW/
Attachment
cc: Vance R. Howell, Chairman, Taylor County Board of County Commissioners
Anne Brewer, Administrator, Rail Operations
Lorenzo Alexander, District Public Transportation Manager
Lillian G. Porter, District Railroad Coordinator
George Richards, District Construction Railroad Coordinator, L.C. Constr.
Linda Green, District Financial Administrator

SEP 02 1997

MD	
JP	
CA	
SM	
RS	
RF	IF

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FLORIDA DEPARTMENT OF TRANSPORTATION

LAWTON CHILES
GOVERNOR

Post Office Box 1089
M.S. 2018
Lake City, Florida 32056-1089

BEN G. WATTS
SECRETARY

July 11, 1997

Mr. Vance R. Howell, Chairman
Taylor County Board of County Commissioners
Post Office Box 620
Perry, Florida 32347

RECEIVED
JUL 15 1997

WPI No. 2129102, FAP No. SN-8888-(471)
Section 38501-6600, Road Name - CR 359/Wright Road
Taylor County, Parcel 6(38501-2601)
Crossing No. 713467-V, RRMP: GB 74.25

Dear Mr. Howell:

Attached for execution by the County, is one set of Railroad Agreements for the installation of flashing lights and gates, a precast concrete crossing and any necessary railroad flagging during the widening of CR 359 in Taylor County. Also enclosed in these agreements for execution by the County is a resolution accepting maintenance responsibility for the railroad signals at this location.

Any assistance you can give us in expediting the execution of this agreement will be greatly appreciated. After execution, please return to this office at the above referenced address for further handling by our office.

After agreements have been fully executed, this office will return to you a copy for your files.

If questions should arise after review of this document, please call me at (904) 758-3770.

Sincerely,

Donna Whitney

Donna Whitney
Rail Specialist

/DW

Attachment

cc: Anne Brewer, Administrator, Rail Operations
Lorenzo Alexander, District Public Transportation Manager
Lillian G. Porter, District Railroad Coordinator
Jack R. Brown, Taylor County Coordinator

JUL 23 1997 (6)

MD	F
JP	
CA	
SM	
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RECYCLED PAPER

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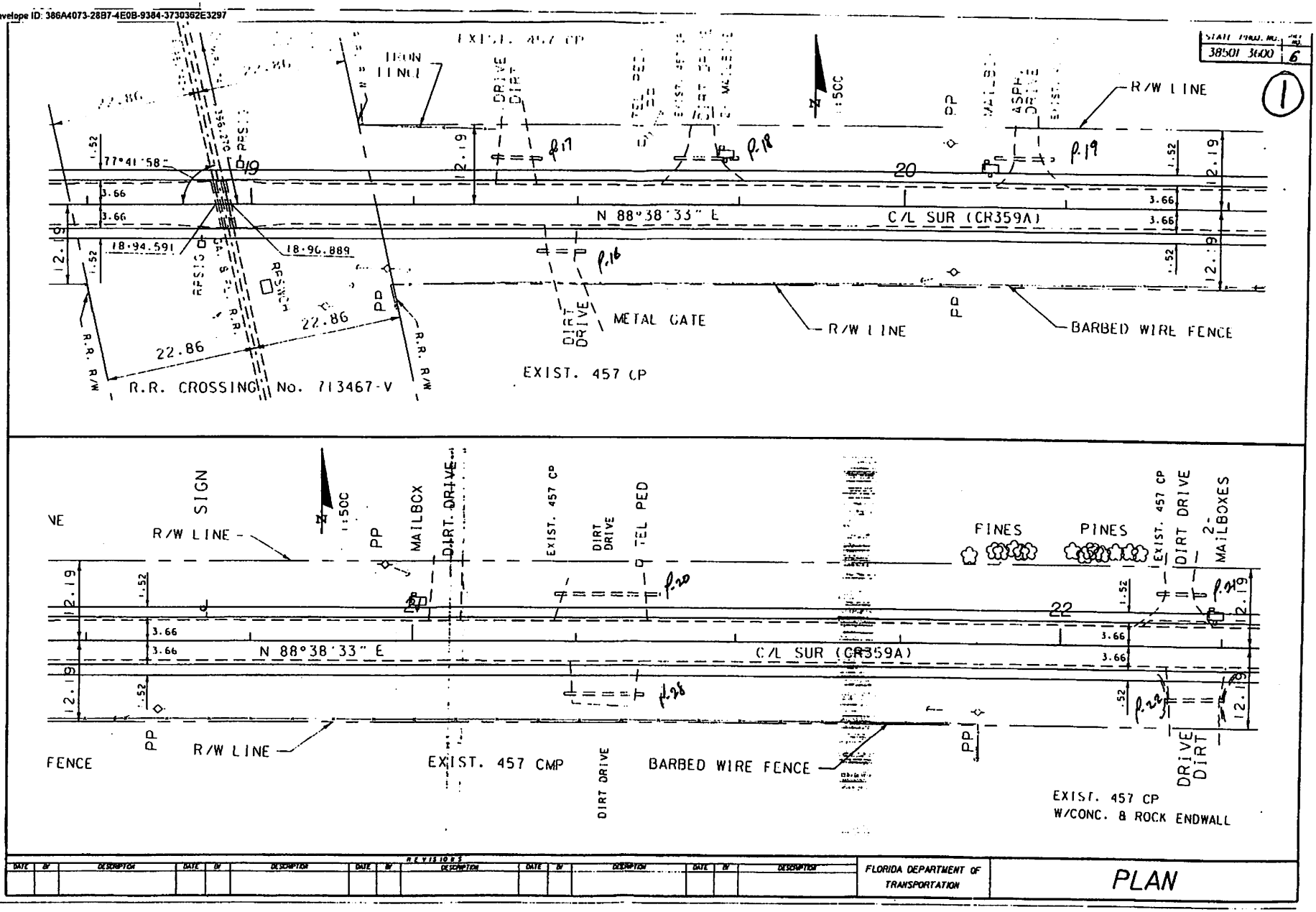


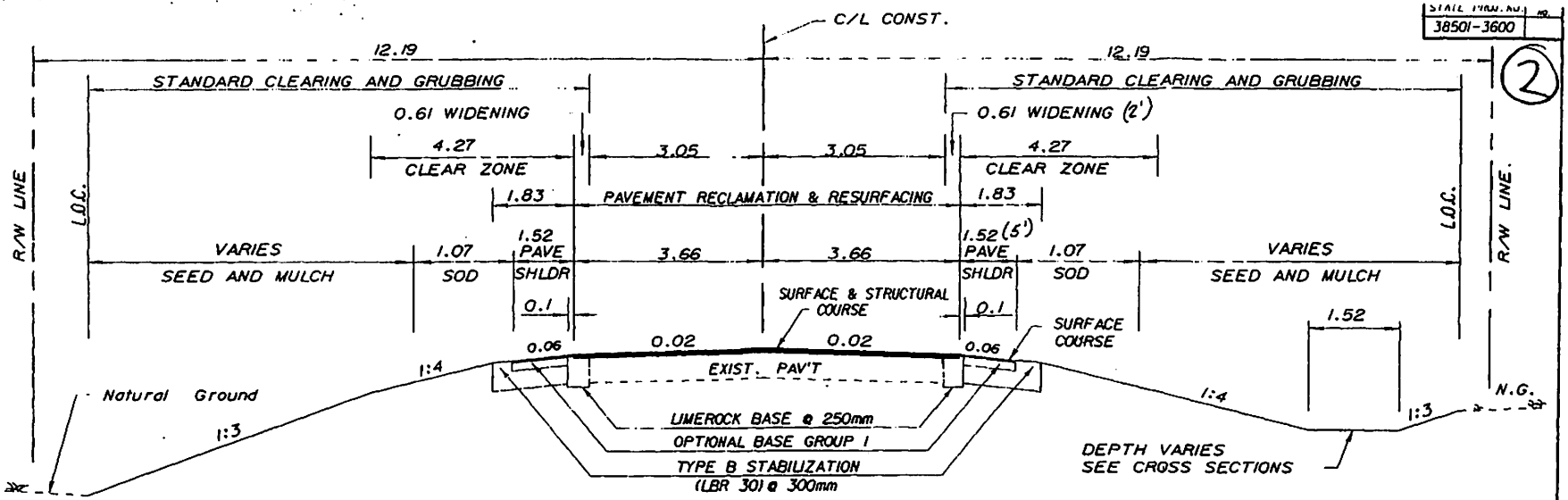
REVISIONS															
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

FLORIDA DEPARTMENT OF TRANSPORTATION

PLAN

DocuSign Envelope ID: 386A4073-28B7-4E0B-9384-3730362E3297

STATE PROJ. NO. 38501-3600 NO. 2



TYPICAL SECTION

STA. 3+64.592 TO STA. 24+66.294

TYPICAL SECTION NOTES:

1. SURFACE & STRUCTURAL COURSES SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED WITH ELECTRONIC TRANSVERSE & AUTOMATIC LONGITUDINAL SCREED CONTROLS.
2. PAVEMENT RECLAMATION SHALL CONSIST OF THE FOLLOWING:
   - A. ADD LIMEROCK AT 250 mm THICK FLUSH WITH EXISTING PAVEMENT IN WIDENING AREAS.
   - B. MIX EXISTING ASPHALTIC CONCRETE PAVEMENT & LIMEROCK BASE INCLUDING WIDENING AREAS 250 mm DEEP.
   - C. ADD CEMENT AT 8-11 KG/M2 AND THOROUGHLY MIX UNTIL THE MATERIAL WILL PASS A 25 mm SIEVE.
   - D. SHAPE, COMPACT & FINISH COMBINATION BASE TO THE PROPOSED CROSS-SLOPE.
   - E. THE COMBINATION BASE SHALL BE PRIMED WITH ASPHALT EMULSIFIED PRIME I (AEP I). THE COVER MATERIAL FOR PRIME SHALL BE HOT-ASPHALT COATED MIX (LOCAL & CONCRETE SANDS, SCREENINGS, ETC.) CONTAINING FROM 2.00% TO 4.00% ASPHALT CEMENT. AT THE DISCRETION OF THE ENGINEER, A 24-HOUR NO-TRAFFIC PERIOD MAY BE REQUIRED BEFORE ASPHALT PAVING OPERATIONS BEGIN. (FOR ADDITIONAL NOTES SEE SHEET NO.).

PAVEMENT RECLAMATION AND RESURFACING

PAVEMENT RECLAMATION BASE (250mm)
(AS DESCRIBED IN NOTE 2)
TYPE S STRUCTURAL COURSE (40 mm AVG./M2)
TYPE S-III SURFACE COURSE (30 mm AVG./M2)

SHOULDER PAVEMENT

OPTIONAL BASE GROUP I WITH TYPE S-III
SURFACE COURSE (30 mm)

OPTIONAL BASE CODE PERMITTED	OPTION CODE
100 mm LIMEROCK LBR 100	101
100 mm ABC-3 (MIN. MARSHALL STAB. 4500N	601
130 mm RECLAIMED ASPHALT PAVEMENT BASE	691

TRAFFIC DATA

EST. 1996 A.D.T.	950	K=	9%
EST. 1998 A.D.T.	1100	D=	57%
EST. 2003 A.D.T.	1400	T=	39%
EST. 2008 A.D.T.	1700	DT=	19.5%
EST. 2018 A.D.T.	2400	DMT=	1.5%
		DHT=	18.0%

DESIGN SPEED 70 KM/H

REVISIONS															
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

FLORIDA DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION

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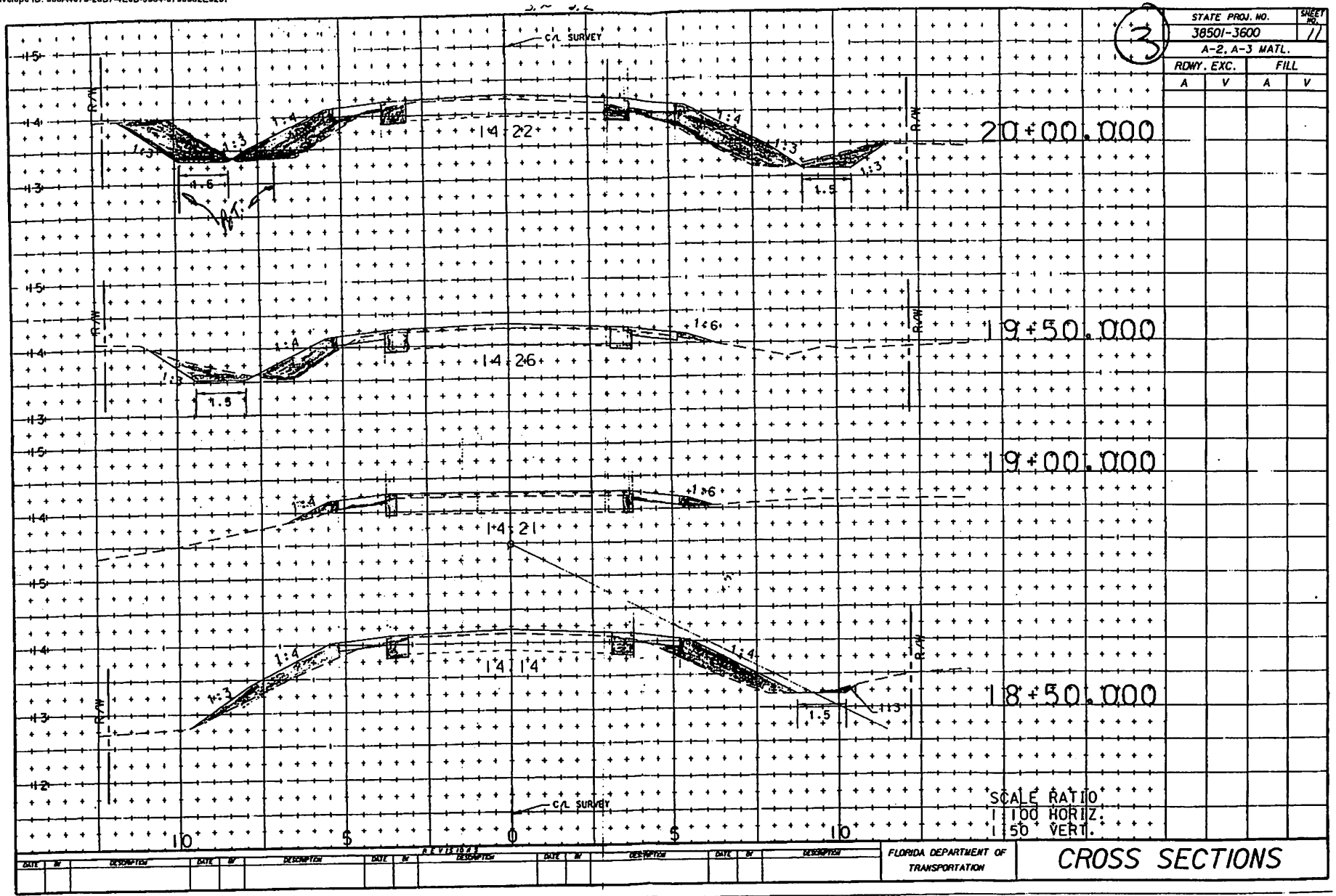

STATE PROJ. NO.	SHEET NO.
38501-3600	11

A-2, A-3 MATL.

RDWY. EXC.		FILL	
A	V	A	V

SCALE RATIO
1:100 HORIZ.
1:50 VERT.

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
					REVISIONS									

FLORIDA DEPARTMENT OF TRANSPORTATION

CROSS SECTIONS

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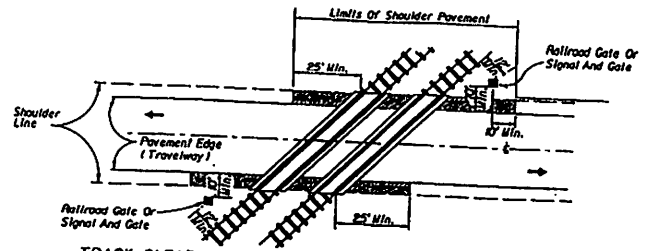
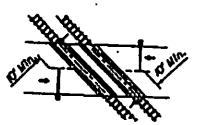


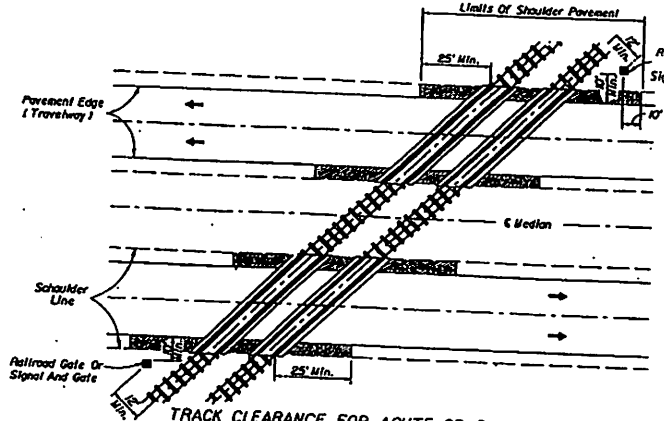
TRACK CLEARANCE FOR ACUTE OR RIGHT ANGLE CROSSINGS



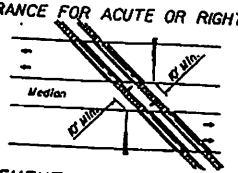
Typical Location Plan For Gate Or Flashing Signal With Gate When Tracks Are At Obtuse Angle.

Note :
It is intended that the full shoulder width of the existing roadway be paved, where an existing shoulder is substantially substandard for the facility involved, the shoulder width should be upgraded to meet current standards.

SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)

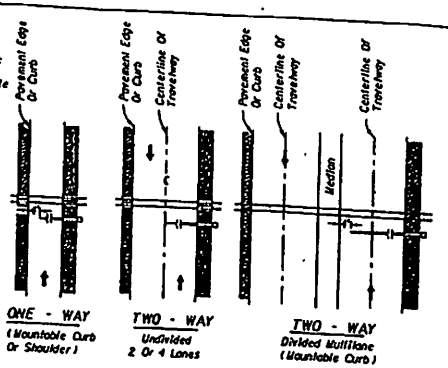


TRACK CLEARANCE FOR ACUTE OR RIGHT ANGLE CROSSINGS



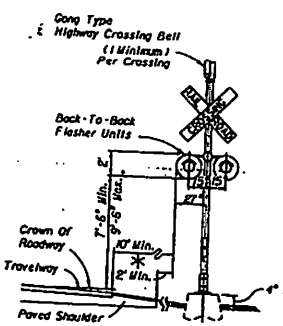
Typical Location Plan For Gate Or Flashing Signal With Gate When Tracks Are At Obtuse Angle.

SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)

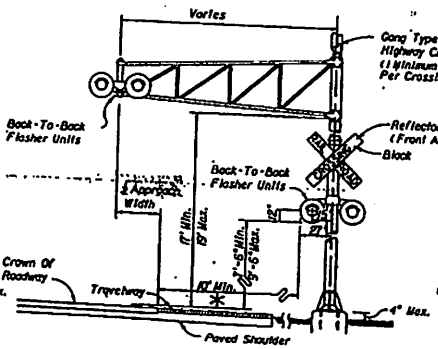


Note :
Arrows denote direction of travel not lane indication

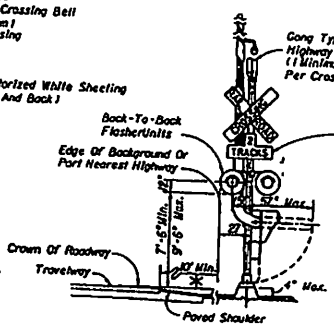
FIGURE 1
Gate Length Requirements
See Note 6 Sheet 3



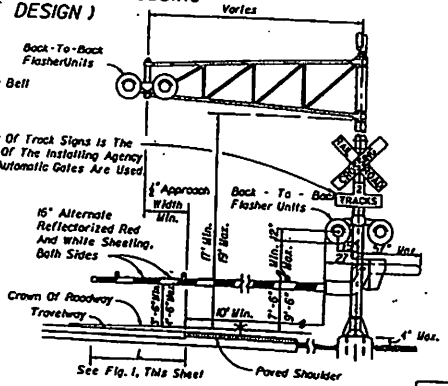
TYPE I



TYPE II



TYPE III



TYPE IV

* Desireable minimum - where field conditions dictate absolute minimum may be as per Index 700.

Note :
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

General Notes

1. No guardrail is proposed for signals; however, some form of impact attention device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no greater than 4" above finished shoulder grade.

4. Type of traffic control device
   I Flashing signals
   II Flashing signals with cantilever
   III Flashing signals with gate
   IV Folshing signals with cantilever & gate
   V Gate
5. Class of traffic control devices
   I Flashing signals - one track
   II Flashing signals - multiple tracks
   III Flashing signals and gates - one track
   IV Flashing signals and gates - multiple tracks

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

Designed By	CS	04/08/96	Approved By: Chief Engineer
Drawn By			
Checked By	RW	04/08/96	
F.H.W.A. Approval			Number No. 92 · Sheet No. 1 of 4 · Index No. 17882

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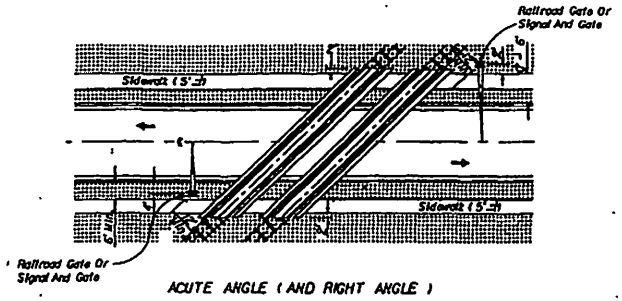
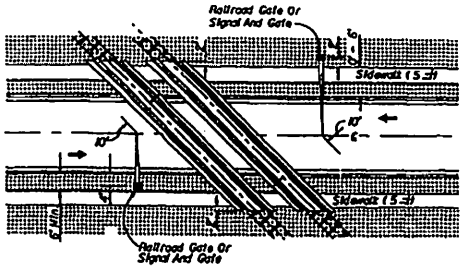


ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

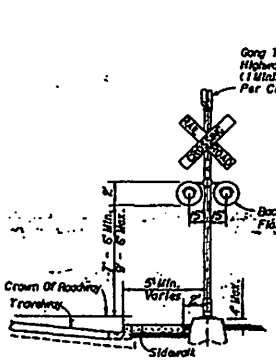


OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)

GENERAL NOTES

7. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
8. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12.5 feet.
9. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk.
   0' to 6' - Locate device outside sidewalk.
   Over 6' - Locate device between face of curb and sidewalk.
10. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest railroad 8' from and parallel to gate when present.



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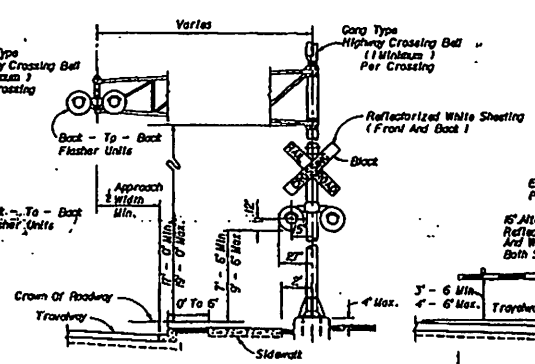
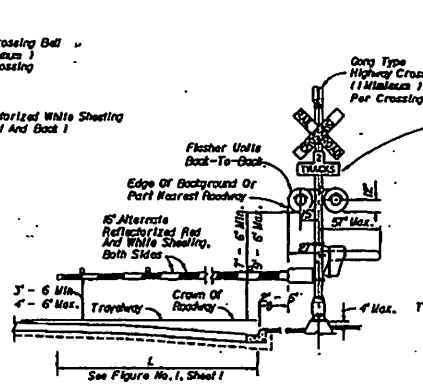
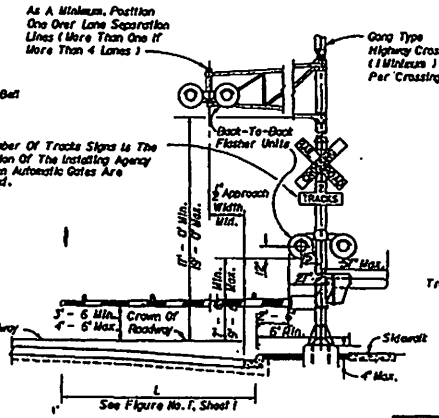


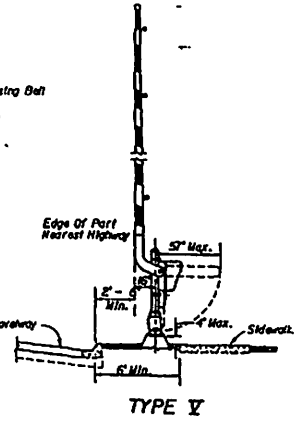
TYPE II



TYPE III



TYPE IV



TYPE V

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

Designed By	CD	04/05/95	Approved By: Chisholm
Drawn By			
Checked By	RW	04/05/95	
F.H.W.A. Approved			Sheet No. 2 of 4 — Index No. 17882

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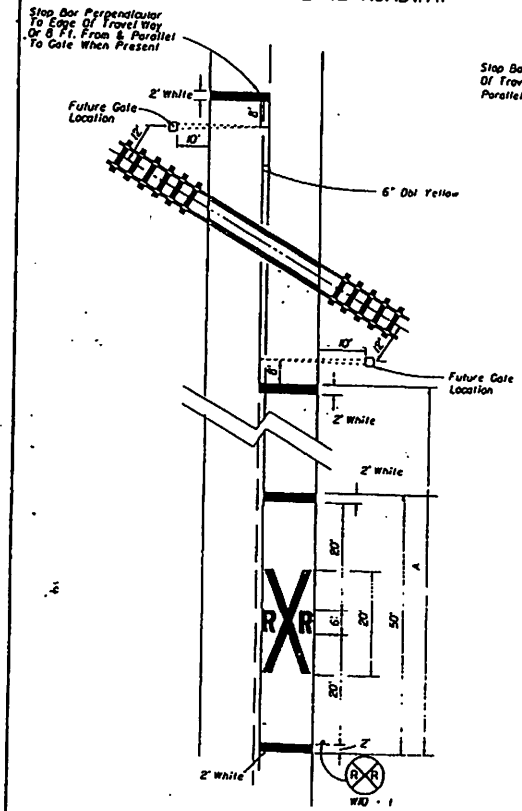
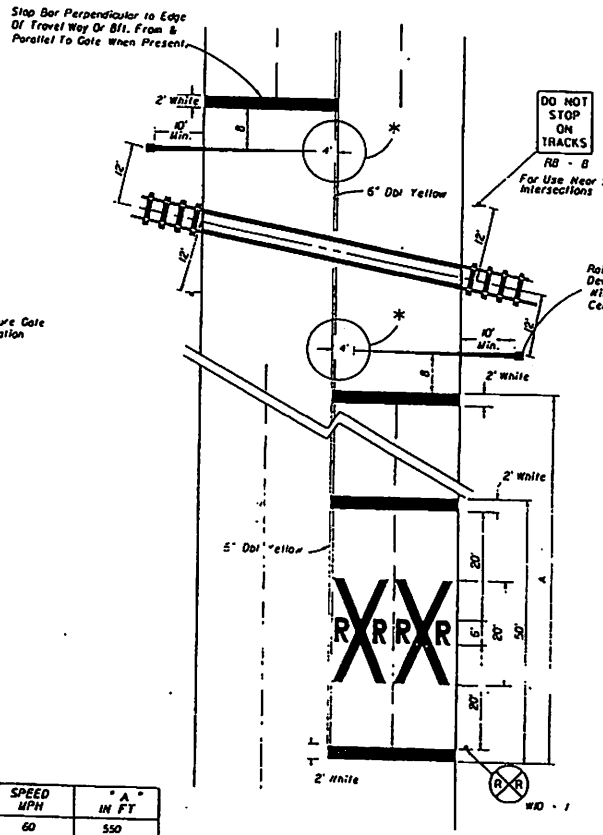
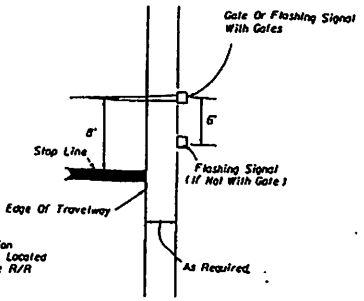
RAILROAD CROSSING AT TWO (2) - LANE ROADWAY

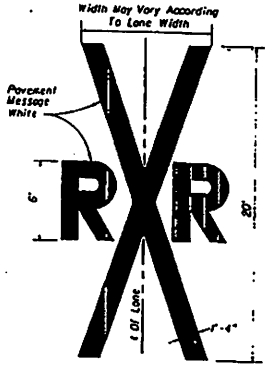


RAILROAD CROSSING AT MUTI-LANE ROADWAY



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES





SPEED MPH	"A" IN FT
60	550
55	450
50	375
45	300
40	225
35	150
30	100
URBAN	50 MIN.

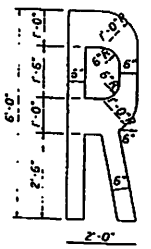
NOTES:

1. When computing pavement message, quantities do not include transverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 100 feet from the crossing. Where street intersection occur between the R R pavement message and the tracks an additional W10-1 sign and additional pavement message should be used
3. Recommended location for sign FTP-38, 100 ft. Urban & 300 ft. Rural in advance of the crossing.
4. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
5. Recommended location for FTP-38 A or B signs, 100' urban and 300' rural. See index 17355 for sign details.

* 6. Gate Length Requirements

For two-way undivided sections:
The gate should extend to within 1' of the center line. On multilane approaches the maximum gate length may not reach to within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.

For one-way or divided sections:
The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 4'.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

Designed By	J.F.C.	01/96/17
Drawn By		
Checked By		
F.H.W.A. Approval No.		

Approved By
State Traffic Data Engineer

Number No. 32 | Sheet No. 3 of 4 | 17882

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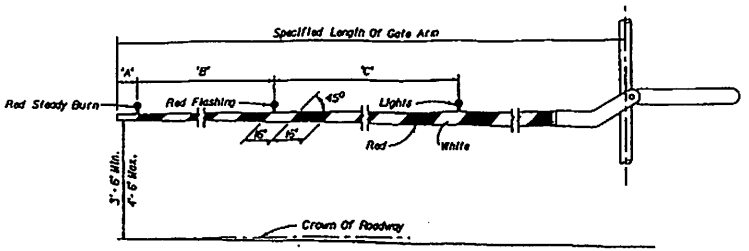
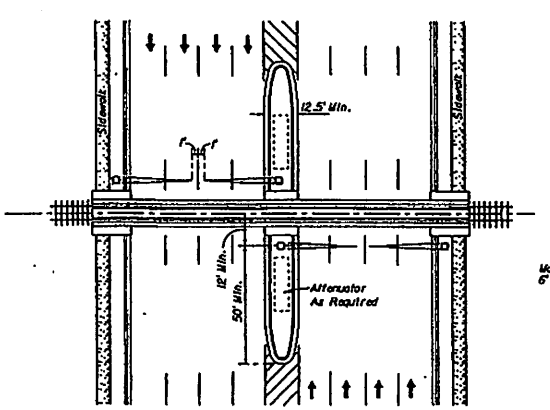
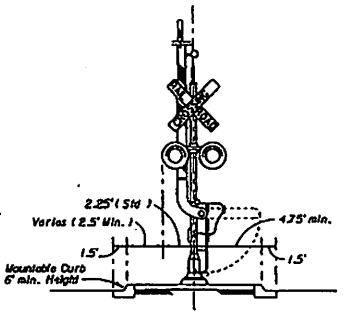


RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'-0"
15 Ft.	18"	36"	5'-0"
16 - 17 Ft.	24"	36"	5'-0"
18 - 19 Ft.	28"	4"	5'-0"
20 - 23 Ft.	28"	4'-0"	5'-0"
24 - 28 Ft.	28"	5'-0"	5'-0"
29 - 31 Ft.	35"	6'-0"	6'-0"
32 - 34 Ft.	36"	7'-6"	7'-0"
35 - 37 Ft.	36"	9'-0"	9'-0"
38 And Over	36"	10'-0"	10'-0"



PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE 1.
For additional information see the "Manual On Uniform Traffic Control Devices", Part VIII; The "Traffic Control Devices Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways", 1984..

MEDIAN SIGNAL GATES FOR MULTI LANE UNDIVIDED URBAN SECTIONS

(FOUR OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

	Name	Date
Designed by	JC	03/15/02
Drawn by	JC	03/15/02
Checked by		
F.H.W.A. Approved		

Approved by: Charles A Scott

Revision No. 00 | Sheet No. 4 of 4 | Index No. 17882

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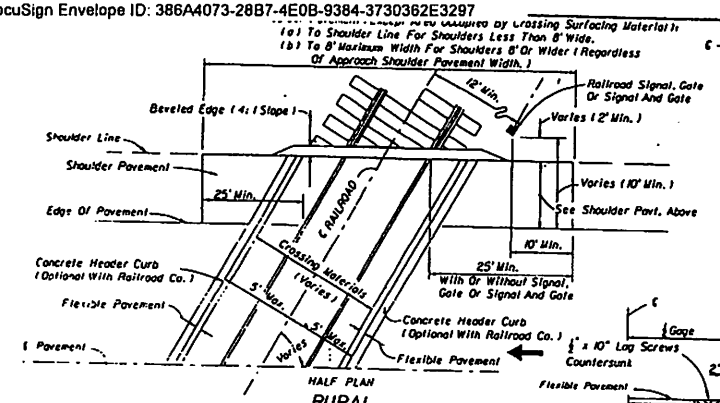

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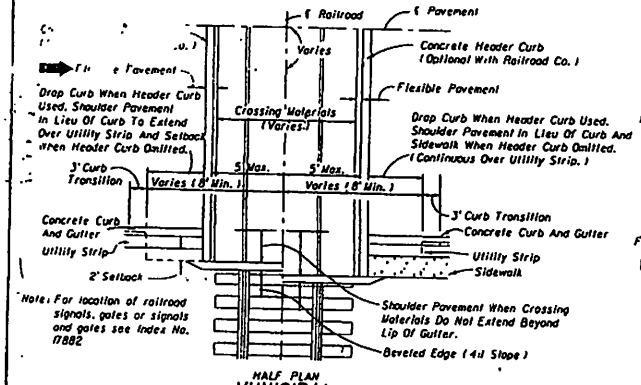
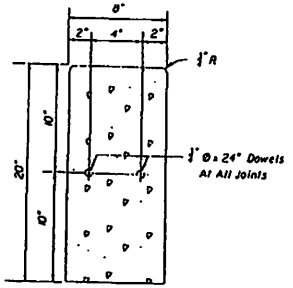
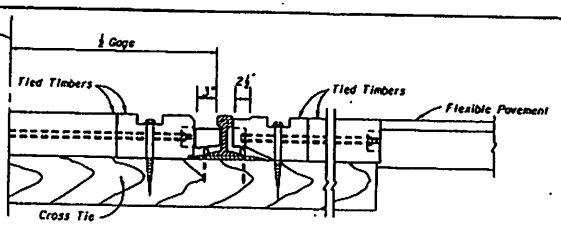


MUNICIPAL



HEADER CURB
(Optional With Railroad Co.)



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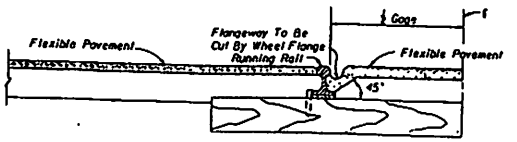

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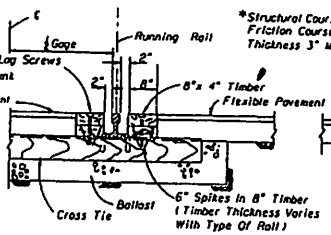

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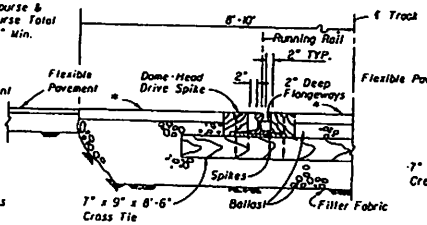

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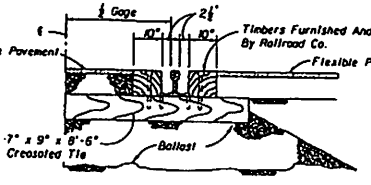
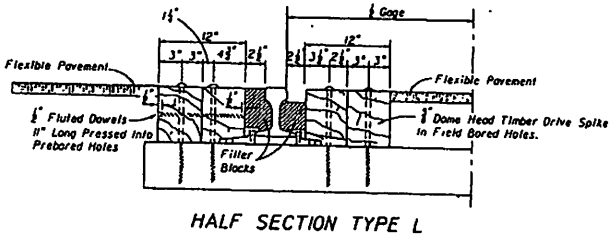


HALF SECTION TYPE H



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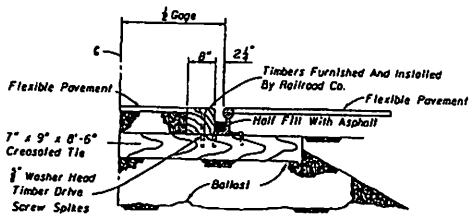

HALF SECTION TYPE S

NOTES

1. The Department will construct header curbs at locations requested by the railroad company, and construct pavement as shown for crossing types E, G, H, L, and S.
2. The Railroad Company will furnish and install all material within 5' of ℄ of tracks, except pavement, for crossing types E, G, H, L, and S.
3. Gage is standard AREA tract gage of 4'-8½" (56½").
4. Unless otherwise requested by the railroad company, the type(s) of crossing(s) used will be as follows:

	TYPE
Apalachicola Northern R.R. Co.	L
Atlanta and St. Andrews Bay Railway Co.	L
Florida East Coast Railway Co.	T-MOD. & G-MOD.
Burlington Northern Railroad	L
CSX Transportation, Inc	L
Norfolk Southern Corporation	
(a) Georgia Southern and Florida Railway Co.	G
(b) Live Oak, Perry and South Georgia Railway Co.	G
(c) St. Johns River Terminal Co.	G
(d) Georgia and Florida Railway Co.	G
(e) Southern Railway System	G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS TYPE D,E,G,G-MOD., L & S

	Name	Date
Designed By		
Drawn By	MW	08/03
Checked By	MC	08/03
FHWA Approved		03/10/15

Approved By
State Roadway Design Engineer

Index No. 560
Sheet No. 1 of 8
Revision No. 07

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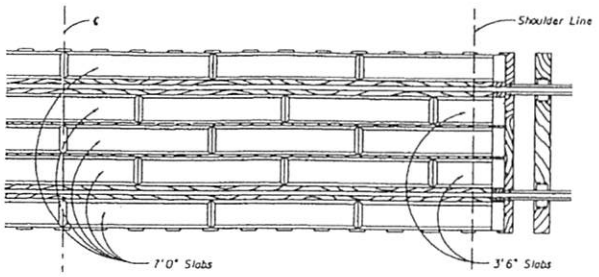
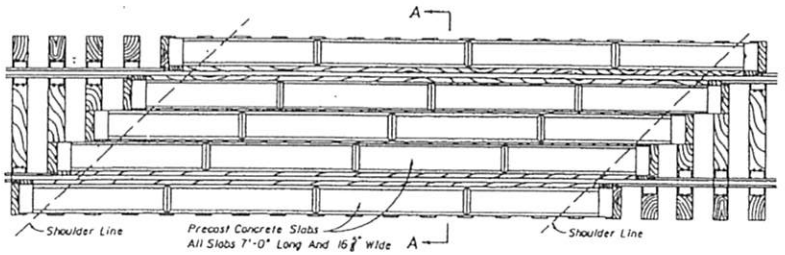
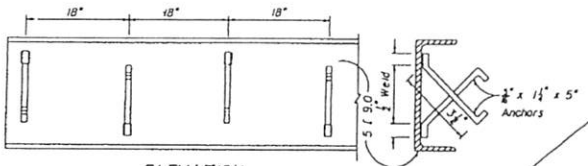


PLAN - 90° CROSSING



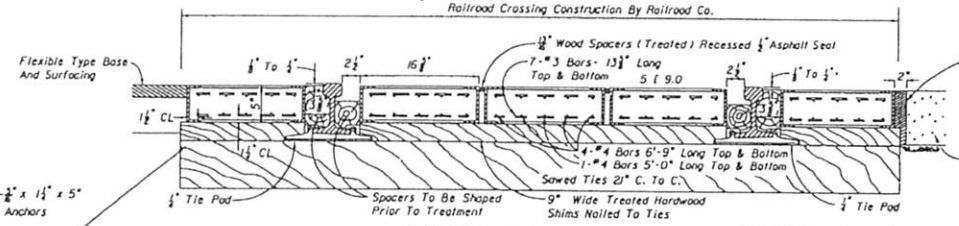
PLAN - SKEW CROSSING



ELEVATION

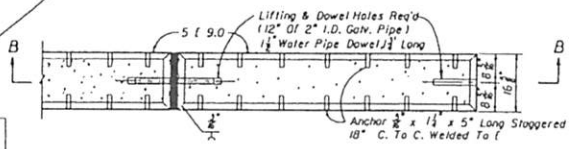
SECTION

Detail of ⅝" x 1½" x 5" Anchors
Anchors Staggered 18" C. to C.
Two Anchors Each End Channel
Note: ½" x 5" Studs May Be Used
In Lieu Of Anchors

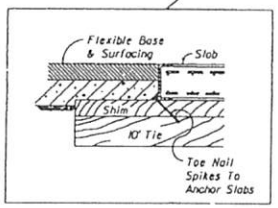


SECTION AA

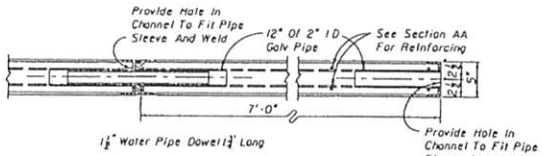
Note: Thickness of shims is dependent upon weight of rail



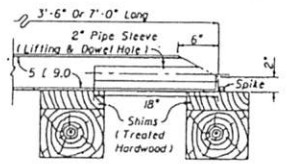
PLAN TYPICAL SLAB



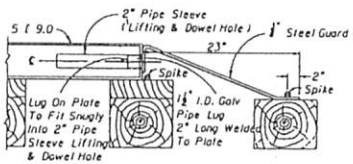
OPTIONAL DETAIL
When 10' Ties Are Used



SECTION BB



BEVELED END SECTION



ALTERNATE END SECTION

NOTES

1. Spacers adjacent to rail to be dense structural 65 grade
2. Spacers between slabs to be No. 1 common grade.
3. All timber to be shaped prior to treatment.
4. Class I concrete to be used in the construction of the precast concrete slabs.
5. All timber shims and spacers and precast concrete slabs will be furnished and installed by the Railroad Co. The track shall be conditioned true to line and grade by the Railroad Co. prior to installation of the crossing elements
6. Construction of this crossing requests a s... subgrade for a minimum of 2' belo... of the ballast. The subgrade s... structed to the same requirem... specified for the adjoining roa...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS TYPE J

	Name	Letter	Approved by
Designed by			
Drawn by	MW	8/69	State Design Engineer
Checked by	JHC	8/69	

Number No. | Sheet No. | Total No.
560

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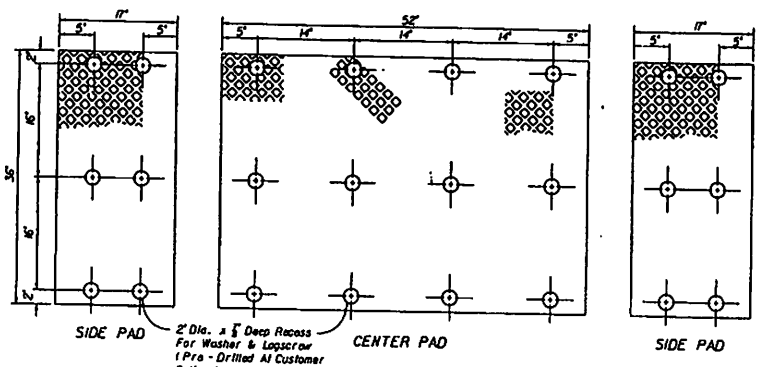
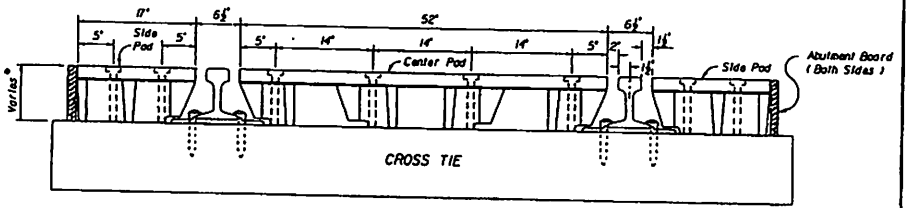
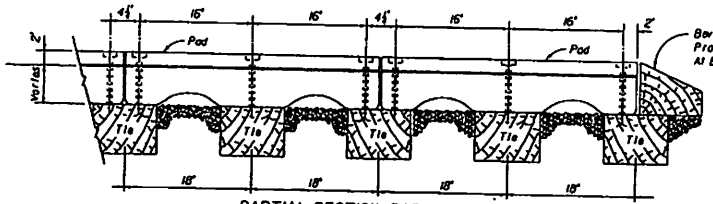




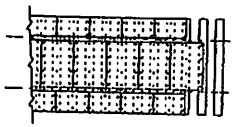
* O.A. Height 6½" - Pads Typical For 90-100 Lb Rails.
O.A. Height 7⅜" - Pads Typical For 110-130 Lb Rails.
O.A. Height 7⅝" - Pads Typical For 131, 133 Or 136 Lb Rails.

SECTION



PARTIAL SECTION PARALLEL TO RAIL

CROSSING TYPE "P" ⓘ
(POLYETHYLENE)



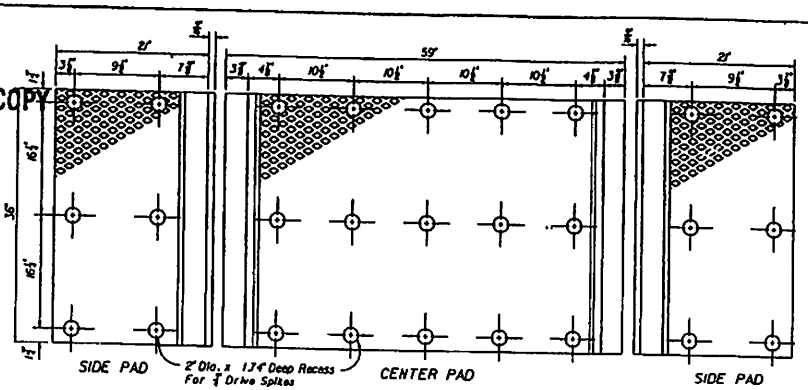
PARTIAL PLAN DEPICTING SUGGESTED PAD PLACEMENT

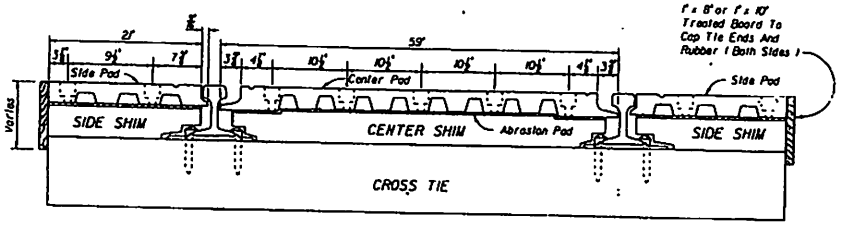
ⓘ Experimental - Requires Prior Approval

STOP ZONE	
Design Speed	Zone Length - Distance From Stop
45 MPH Or Less	250'
50 - 55	350'
60 - 65	500'
70	600'

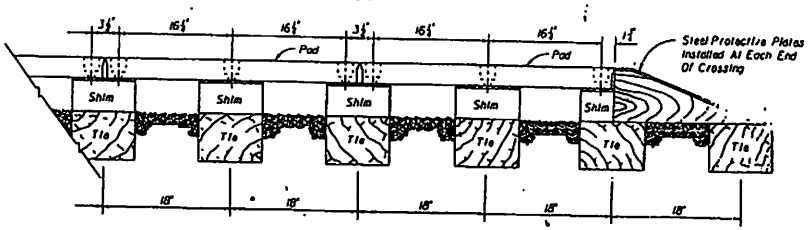
GENERAL NOTES

1. The crossings shown on this sheet are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
2. Crossings on this sheet may be used for single track crossings within the zones in the chart unless engineering or safety considerations dictate otherwise.
3. Details shown are for straight track installations. Materials are also available for curved track installations.
4. For additional details, materials required and installation procedures refer to the manufacturers specifications.

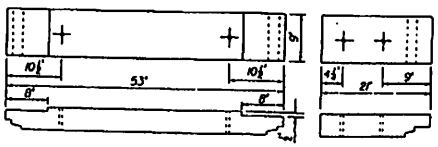




SECTION



PARTIAL SECTION PARALLEL TO RAIL



Shim Thickness Varies With Height Of Rail.

CROSSING TYPE "R"
(RUBBER)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS TYPE P & R

Designed By		Details	Approved By
Drawn By			
Checked By			

Sheet No. 5 of 8

560

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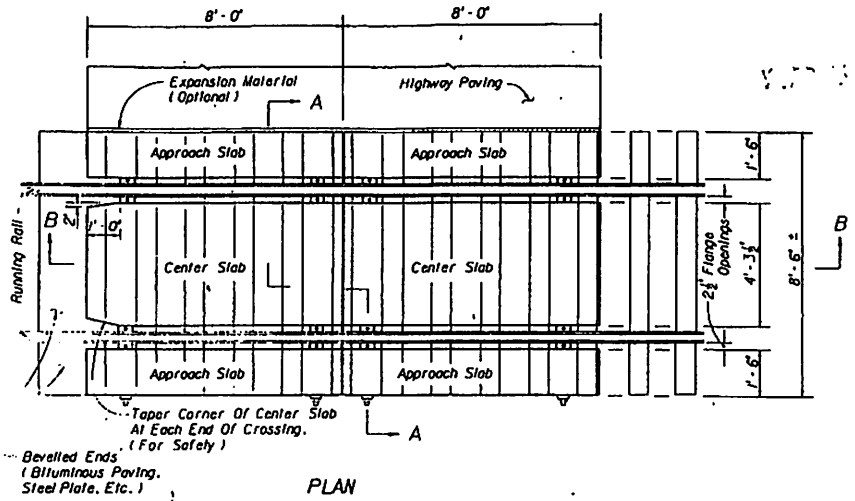
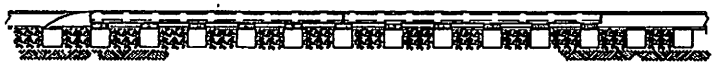
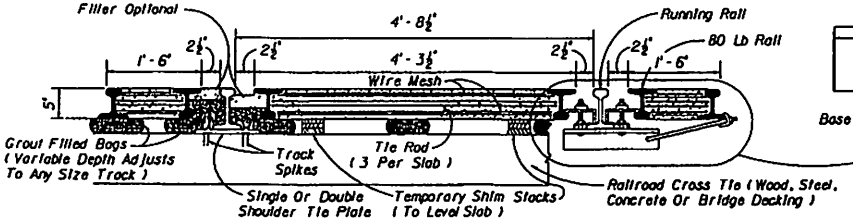


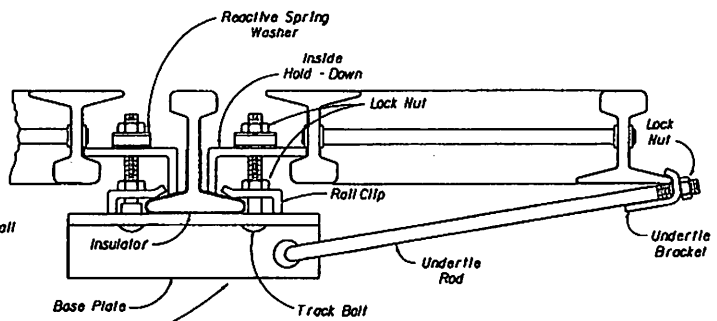
PLAN



SECTION BB



SECTION AA



TYPICAL BOTH SIDES

GENERAL NOTES

1. The reinforced concrete slabs are manufactured in 8'-0" sections, 5" in depth to fit all rail sections 5¼" in height or heavier. Slabs are interchangeable and relocateable.
2. Center slabs are one piece construction allowing for 2½" flange opening. 80 lb. rail is used to encase, armor and reinforce slabs and is held to gage with 3 tie rods per slabs.
3. Slabs are installed by a "flotation" process, supported on non - shrinkable, non - metallic grout positioned on the ties. Slabs can be placed on wood ties, concrete ties, steel ties, bridge decks or any other type of track support. No re-spacing of ties is necessary.
4. Slabs are secured to "running rails" with specially designed hardware. Insulation is to be provided for crossing in signal territory.
5. Curved slabs are fabricated to fit curved track to 22 degrees (262.04' radius). Special slabs are available for diamond crossings, turnouts, multiple tracks, bridge decks and rapid transit systems.
6. For additional details, materials required and installation procedures refer to the manufacturers specifications.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS TYPE T

Designed By		
Drawn By	LMF	02/97
Checked By	CSB	02/97

Approved By: [signature]
State Design Engineer, Roadway

Revision No. 01 | Sheet No. 6 of 8 | Index No. 560

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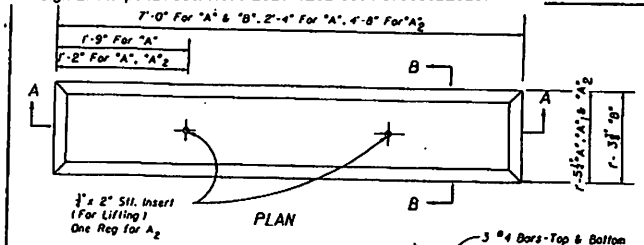
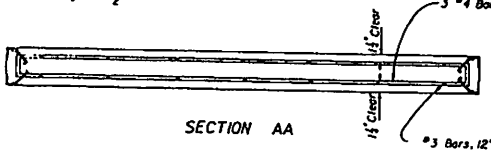
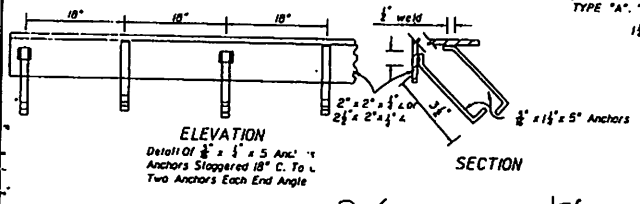
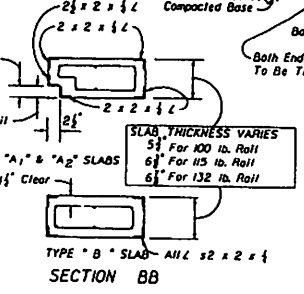
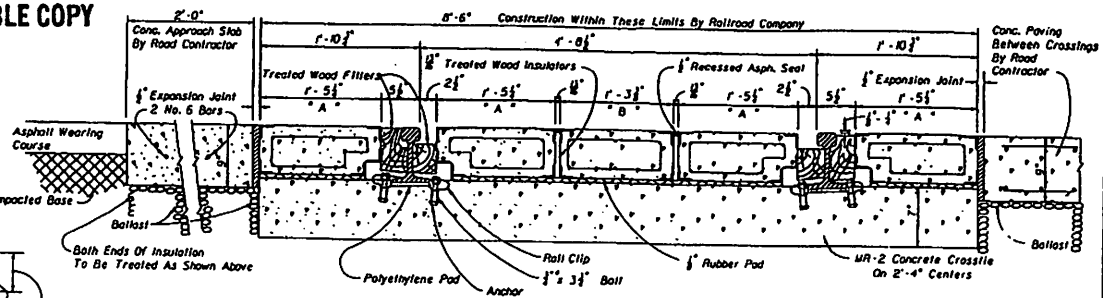


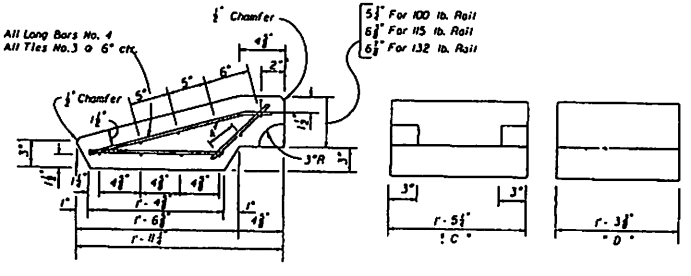


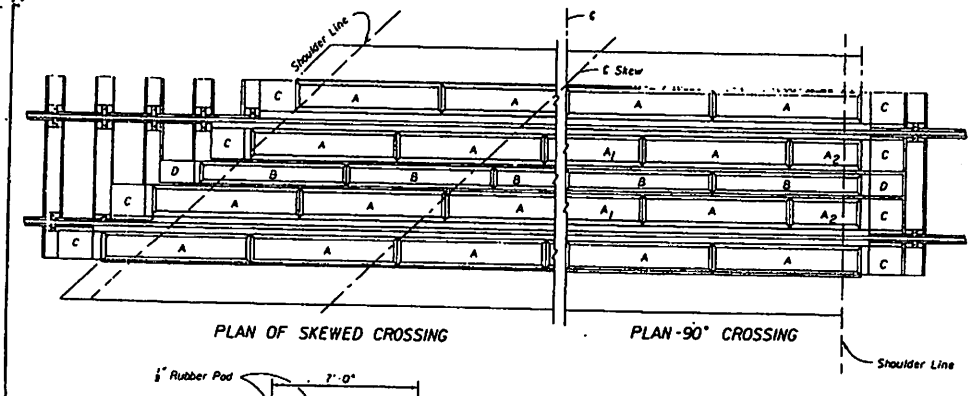


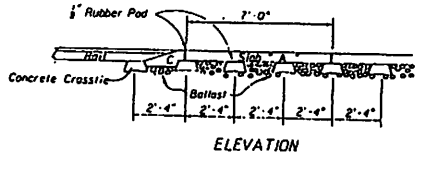


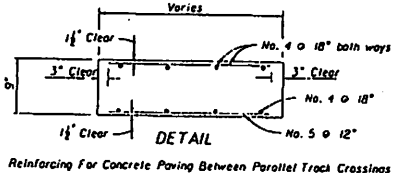
SLAB THICKNESS VARIES
5 1/2" For 100 lb. Rail
6 1/2" For 115 lb. Rail
6 1/2" For 132 lb. Rail











Reinforcing For Concrete Paving Between Parallel Track Crossings
(Cost Of Reinforcing To Be Included In Cost Of Class I Concrete, See Note No. 6)

GENERAL NOTES

1. The furnishing and installing of concrete crossties together with any necessary reballasting, grade adjustment and track alignment shall be done by the Railroad Company without cost to the Contractor or to the Department.
2. All concrete slabs, rubber pads for tops of ties and wood filler blocks shall be furnished and installed by the Railroad Company.
3. Concrete crossties shall be spaced on 28" centers by the Railroad Company
4. Rubber pads shall be installed on concrete ties in field using contact cement.
5. Filler blocks shall be pressure treated pine or clear heart redwood and shall be shaped prior to treatment.
6. Class I Concrete 9" thick to be used in construction, by road contractor, of Concrete approach slabs and for paving between crossing (Cost of steel to be included in cost of Class I Concrete)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS TYPE K

	Name	Date
Designed By		
Drawn By	MM	08/89
Checked By	JEC	08/89

Approved By: Kenneth A. Kloville
State Design Engineer

Revision No. | Sheet No. 8 1 of 8 | Dwg. No. 560

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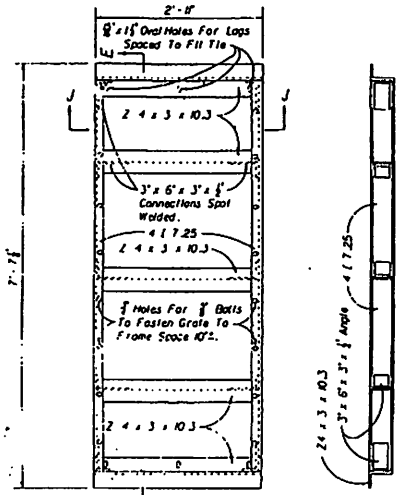
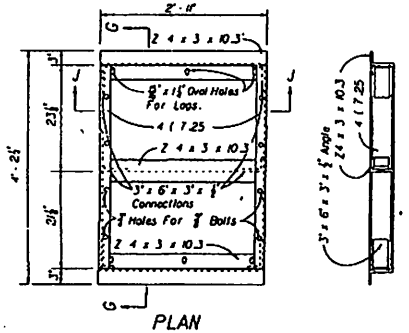
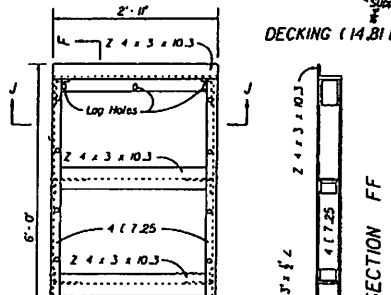


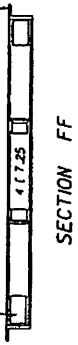


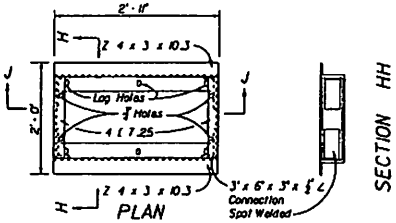
SECTION JJ

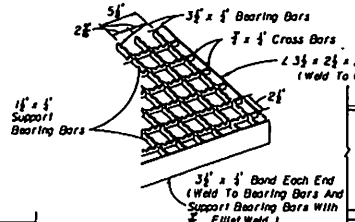
FRAME DETAILS

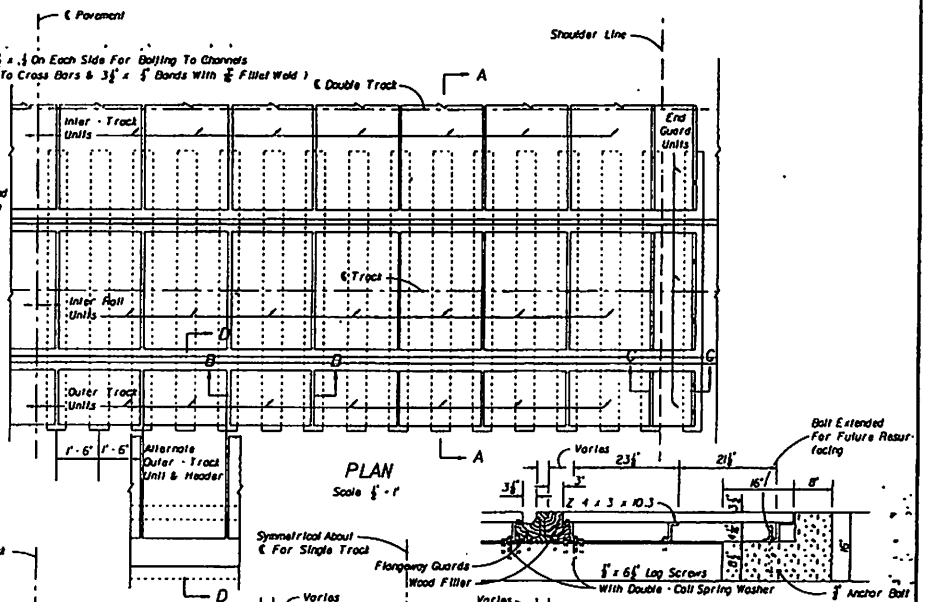
Scale 1" = 1'

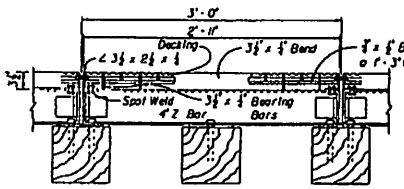


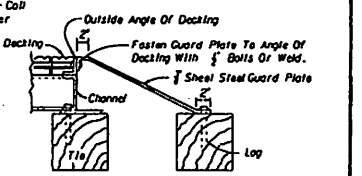












GENERAL NOTES

1. This drawing is based on using 131# rail on a tangent section and decking fabricated in sections to fit the corresponding sections of the supporting frame. The depth of the Z bars and channels may be varied to fit other rail sections.
2. The framework units are attached to ties by 5/8" x 6 1/2" lag screws, and to headwall by 3/4" anchor bolts. Double - coil spring washers are used with lags to compensate for vertical motion.
3. The decking is attached to the framework with 3/4" bolts. The head of the bolt is to be spot welded to the under - side of the channel flange.
4. Flangeway and outside filler timbers to be rabbeted to assure close fit prior to treatment.
5. Ties to be sawed and spaced 18" C to C.
6. Crossing of any angle can be equipped with units of either - 45°, 67°30' or 90°.
7. Decking may be as shown or equal! Submit shop drawings for approval by the Engineer!.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSINGS TYPE M

		Date	Approved By
Development By			
Drawn By	MM	08/88	
Checked By	JRC	08/89	State Design Engineer, Roadways
F.H.W.A. Approved		01/20/93	RJ

Sheet No. 4 of 8

Index No. 560

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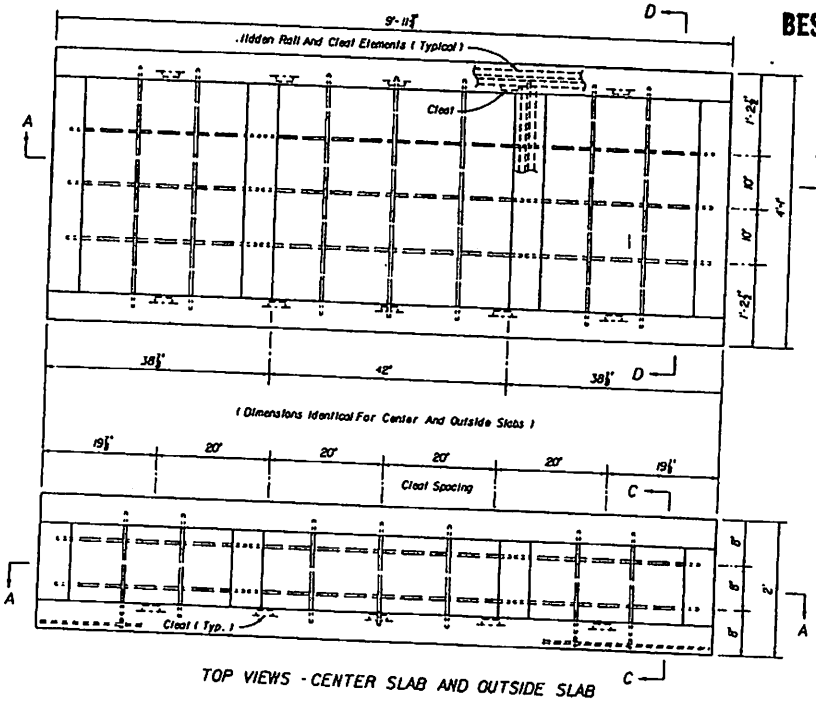
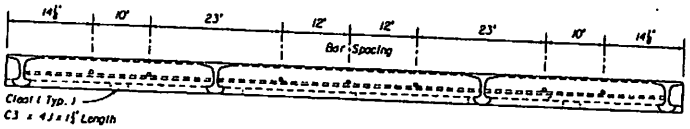
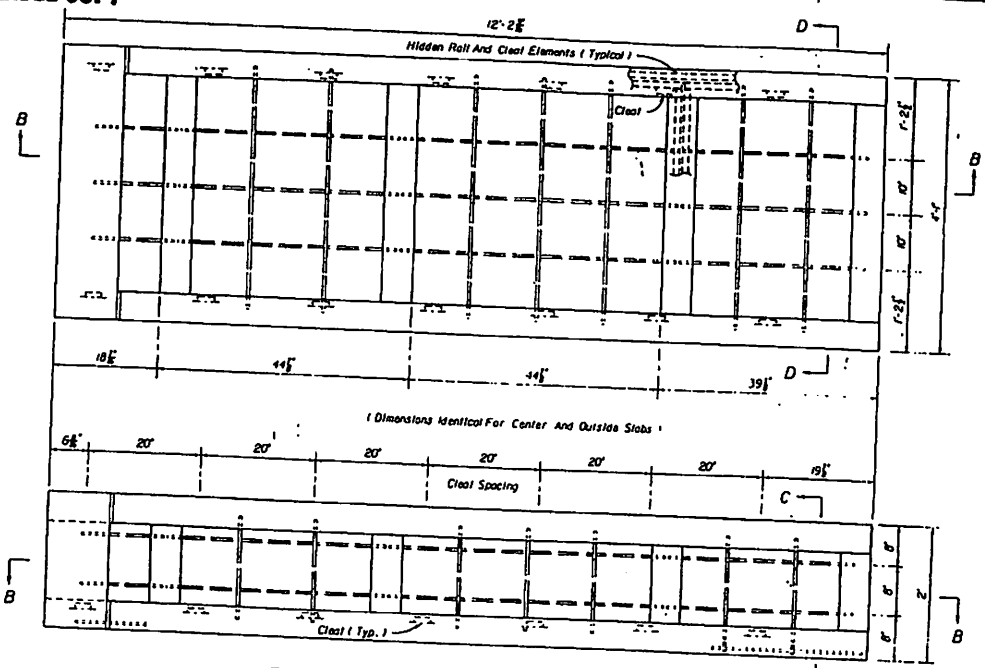


TOP VIEWS - CENTER SLAB AND OUTSIDE SLAB

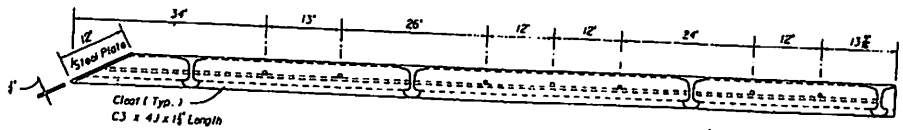


SECTION AA

STANDARD SLABS (PRECAST CONCRETE)

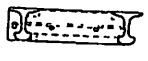


TOP VIEWS - CENTER SLAB AND OUTSIDE SLAB

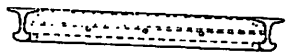


SECTION BB

RAMP SLABS (PRECAST CONCRETE)



SECTION CC



SECTION DD

STANDARD AND RAMP SLAB SECTIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSING
TYPE T MODIFIED

Designed By		Dates	Approved By
Drawn By	MAB	6/02	
Checked By	MG JOH	6/02	State Design Engineer, Professional

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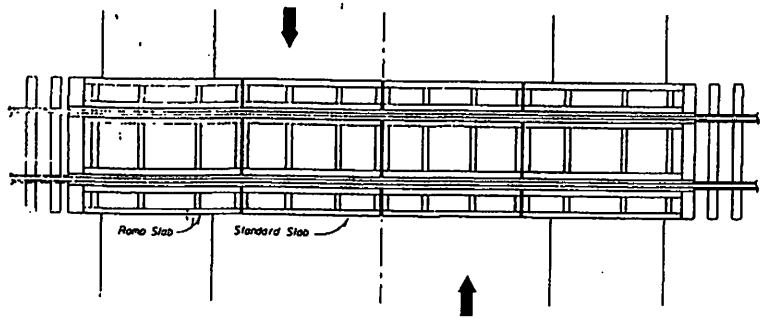
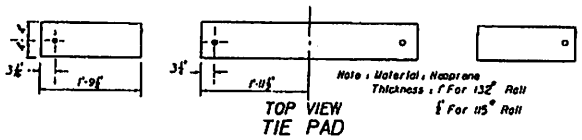
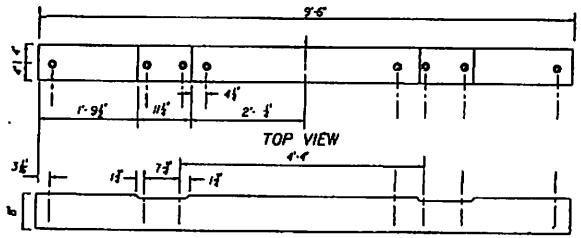


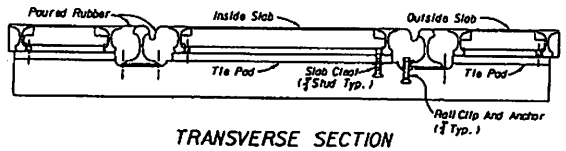
PLAN VIEW
TYPICAL 44' CROSSING



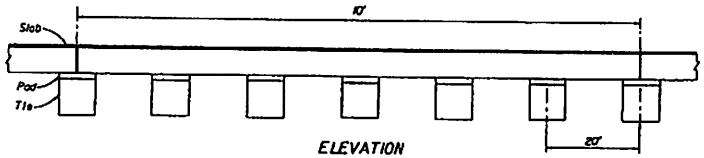
TOP VIEW
TIE PAD



PRECAST CONCRETE (CROSSING TIE)



TRANSVERSE SECTION



ELEVATION
TIE SPACING

GENERAL NOTES

1. Slab frames are welded 90 lb. rails.
2. Slab reinforcement all No. 4 bars.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD DESIGN

RAILROAD CROSSING
TYPE T MODIFIED

Designed by		Date	Approved By
Drawn by	RHR	08/82	
Checked by	MC/JDH	08/82	State Design Engineer, Roadways
F.H.W.A. Approval			Revision No. 01 · Sheet No. 8 of 8 · Project No. 560

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF DRAFT CARES PHASE ONE EXPENDITURE PLAN
MEETING DATE REQUESTED:	SEPTEMBER 8, 2020

Statement of Issue: TO IMPLEMENT CARES ACT EXPENDITURE PLAN

Recommended Action: APPROVE PLAN AND ASSOCIATED DOCUMENTATION

Fiscal Impact: $940,906

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, 838-3500, EXT. 6

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT AUTHORIZED MORE THAN $2 TRILLION TO COUNTER THE IMPACT OF COVID-19 AND IT'S EFFECTS ON INDIVIDUALS, FAMILIES, GOVERNMENTS, AND BUSINESSES. THE STATE OF FLORIDA RECEIVED $4,581 BILLION AND TAYLOR COUNTY WAS INCLUDED AS PART OF THE $1,275 BILLION ALLOCATED TO FLORIDA'S 55 COUNTIES TO LESS THAN 500,000 RESIDENTS.

IN JULY, 2020, TAYLOR COUNTY RECEIVED ITS 25% ALLOCATION, OR $940,906. THE COUNTY IS ELIGIBLE TO RECEIVE THE REMAINING 75%, OR $2,714,718 ON A REIMBURSEMENT BASIS.

PER THE INSTRUCTION FROM THE BOARD, A POLICY COMMITTEE WAS FORMED TO CONSIDER THE NEEDS OF THE CITIZENS OF TAYLOR COUNTY. THE MEMBERS OF THIS COMMITTEE ARE WALLACE HOLMES (CHAIRPERSON), MARK WIGGINS (VICE-CHAIRPERSON), DANNIELLE WELCH, KRISTY ANDERSON, DAN CASSEL, TAYLOR BROWN AND EARL COBB. THE COMMITTEE MET ON 7/16/2020, 7/21/2020, 7/28/2020, 8/4/2020, 8/6/2020 AND 8/31/2020.

THE COMMITTEE RECOMMENDED AND THE BOARD APPROVED TO CONTRACT WITH GOVERNEMENT SERVICES GROUP, LLC TO INSURE THE NEEDS IDENTIFIED BY THE CARES ACT FUNDING COMMITTEE WERE COMPLIANT WITH LOCAL, STATE AND FEDERAL GUIDELINES AND TO DEVELOP THE EXPENDITURE PLAN AND ALL ASSOCIATED DOCUMENTATION NEEDED.

Options: **APPROVE/EDIT**

Attachments: **DRAFT EXPENDITURE PLAN**

Taylor County CARES Plan

Phase 1: Expenditure Plan for Coronavirus Relief Funds

September 1, 2020

DRAFT

Table of Contents

Executive Summary 1
CARES Act Overview 2
Compliance Requirements 5
Taylor CARES Plan 7

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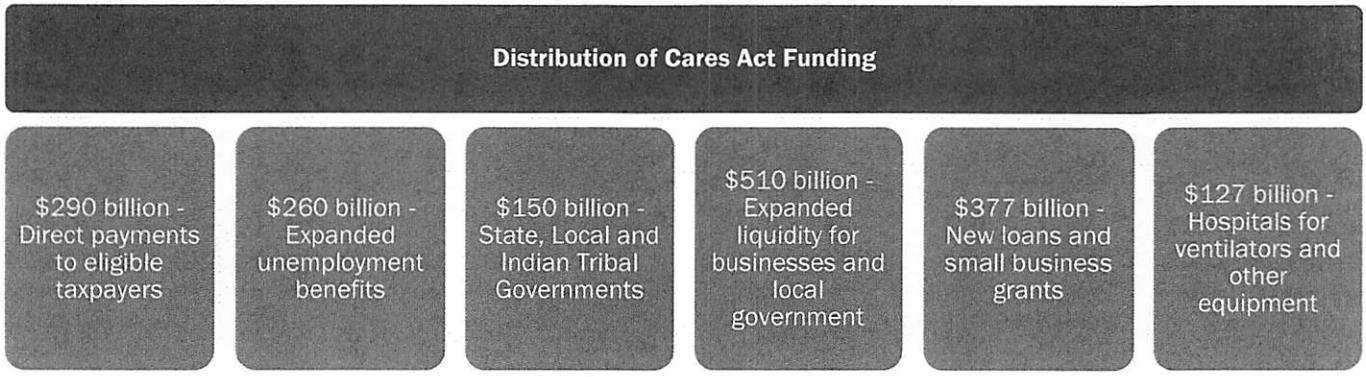
Executive Summary

The Coronavirus Aid, Relief, and Economic Security (CARES) Act authorized more than $2 trillion to counter the impact of COVID-19 and its effects on individuals, families, governments, and businesses. The CARES Act authorized the following:



As part of the $150 billion distributed to State, Local, and Indian Tribal Governments, the State of Florida received $8.328 billion and allocated the money as follows:

Description	Amount [Billions]
State of Florida	$4.581
12 Largest Florida Counties (populations more than 500,000 residents)	$2.472
55 Florida Counties (populations less than 500,000 residents)	$1.275
Total	$8.328

Taylor County is included as part of the $1.275 billion allocated to Florida's 55 counties with populations less than 500,000 residents. The Taylor County Cares Financial Assistance Plan (Plan) identifies the Service Areas (Services) approved by the Board of County Commissioners (BOCC) in July 2020. The BOCC directed the County Manager's Office to develop a Plan that prioritized the delivery of Services to Taylor residents and business owners. In July 2020, Taylor County received its 25% allocation, or $904,906. The County is eligible to receive the remaining 75%, or $2,714,718, on a reimbursement basis. Taylor County is eligible for CARES Act Funds totaling $3,619,624.

This Plan outlines the Services, the funding by Service, and the representative assistance to be provided. The Plan is based on eligible expenditures as defined by the U.S. Treasury. The Plan takes into consideration the eligible period and the use of funds as defined by the U.S. Treasury.

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CARES Act Overview

On March 27, 2020, Congress passed the "Coronavirus Aid, Relief, and Economic Security Act" (the "CARES Act," H.R. 748) to provide direct economic assistance in response to the financial fallout related to the COVID-19 pandemic. This legislation provides $2.2 trillion of economic relief and stimulus for businesses, individuals, federal agencies, and state and local governments, including a $150 billion Coronavirus Relief Fund for state and local governments to help offset necessary expenditures incurred due to the COVID-19 public health emergency. As provided in the CARES Act, 12 Florida counties with a population greater than 500,000 received direct allocations from the U.S. Treasury totaling $2.47 billion. Counties less than 500,000 in population, including Taylor County, were not eligible to receive a direct payment under the CARES Act. However, the bill allowed states to distribute funds to local governments under 500,000 in population. On June 10, the Governor announced that the State of Florida would disburse the remaining funds allocated to Florida (totaling up to $1.275 billion) to counties with a population below 500,000 through the Florida Division of Emergency Management (FDEM) for expenditures eligible for reimbursement.

Under Section 5001 of the CARES Act, eligible uses of Coronavirus Relief Funds may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19),
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.

The State of Florida was allocated $8.3 billion in Coronavirus Relief Funds under the CARES Act. The Act required 45%, or $3.7 billion, of these funds to be reserved for local governments, of this total. The 12 Florida counties with more than 500,000 in population were eligible for direct payments from the Treasury. These 12 counties received $2.472 billion in direct funding, leaving approximately $1.275 billion to be distributed to the remaining 55 Florida counties based on their proportion of the population for 55 counties. Based on the formula, Taylor County (County) is eligible to receive reimbursement up to $15.5 million for qualified expenditures. Each county will receive an initial disbursement equal to 25% of the county's total allocation.

In June 2020, Governor Ron DeSantis announced the State of Florida's plan to disburse up to $1.275 billion in CARES Act funds to counties with a population below 500,000. Using a phased approach, FDEM distributed funds to the remaining counties, including Taylor County, beginning with an initial disbursement of 25% of the County's allocation. In July 2020, Taylor County received its 25% allocation, or $904,906. The County is eligible to receive the remaining 75%, or $2,714,718, on a reimbursement basis. Taylor County is eligible for CARES Act Funds totaling $3,619,624.

Taylor County executed its funding agreement with the State and has received its initial disbursement totaling approximately $905,000. Under the County's agreement with FDEM, the initial allocation would allow the County to begin funding assistance programs included in the *Taylor CARES* (*Taylor*

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CARES) Plan as may be approved by the Board, and the balance of the County's allocation would be provided by FDEM on a reimbursement basis. In developing the funding recommendations proposed in the *Taylor CARES* plan, the County's CARES Act Team (Team) has conducted an extensive evaluation of the specific statutory and administrative requirements of the:

In addition to the evaluation noted above, the Team also reviewed the documentation provided by the oversight entities to determine the eligible uses of CARES Act funds based on the agreement with FDEM. The Team reviewed and maintained documentation from the following:

- U.S. Treasury
- U.S. Homeland Security
- 2 CFR 200
- Florida Division of Emergency Management
- Florida Association of Counties
- County Policies and Procedures

To identify funding strategies that Florida counties have adopted as well as best practices to incorporate into the proposed Taylor CARES plan, the Team conducted a comprehensive review of CARES Act expenditure plans. The Team reviewed the plans for the 12 Florida counties that received full allocation directly from the U.S. Treasury and a representative sample of the counties receiving their allocation from FDEM.

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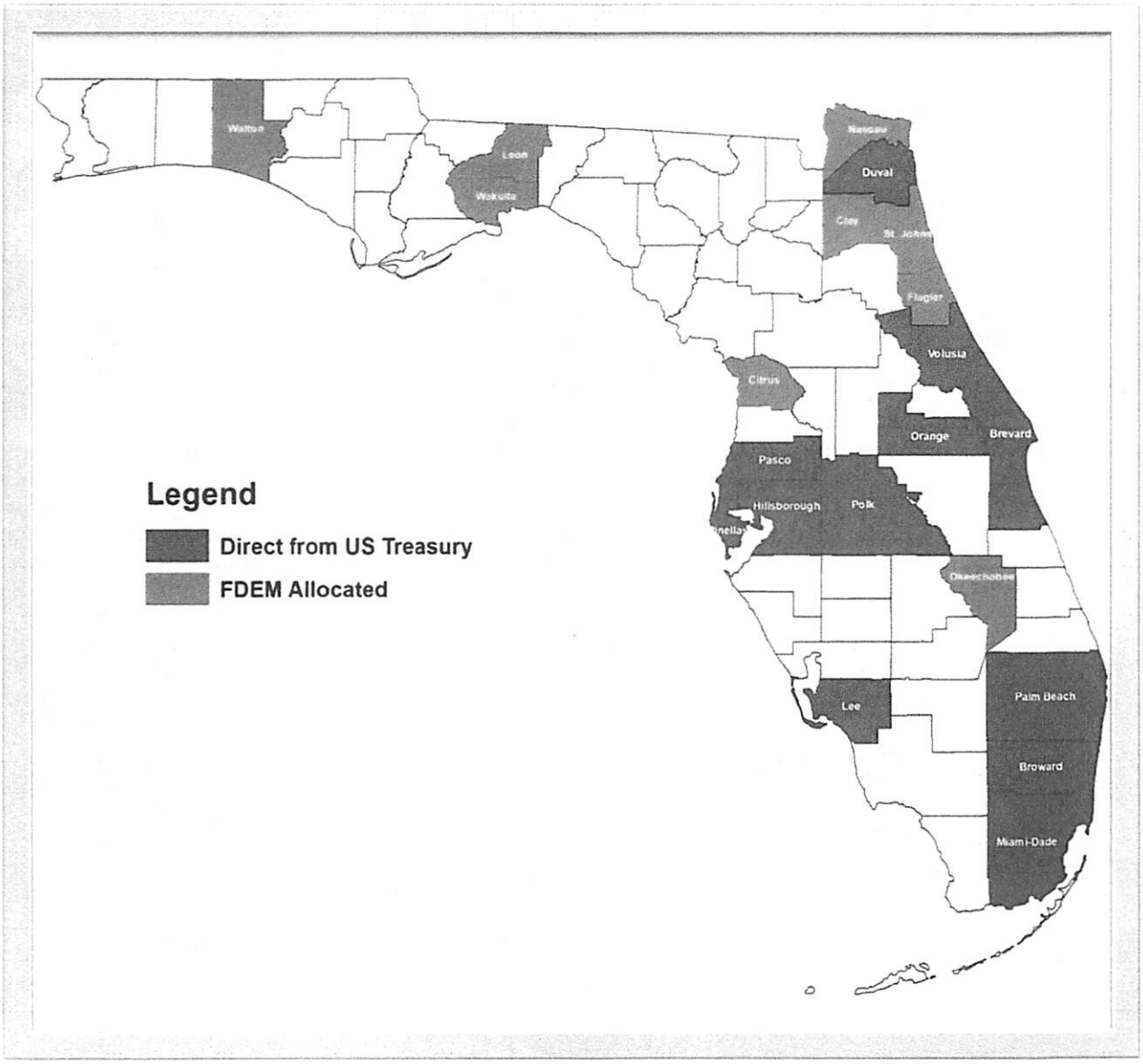
The Team reviewed the CARES Act plans for the counties illustrated in the map below:



The County coordinated with the local business community, healthcare, and human services providers, and other local government stakeholders to identify a broad range of community needs resulting from the COVID-19 public health emergency. Many of these community partners are eligible to receive federal support under other sections of the CARES Act. In these instances, the *Taylor CARES* plan seeks to leverage the County's allocation to meet these community needs most effectively. Other community partners not funded through *Taylor CARES*, such as the colleges and hospitals, have received or are eligible to receive an allocation of CARES Act funding that is subject to their own specific

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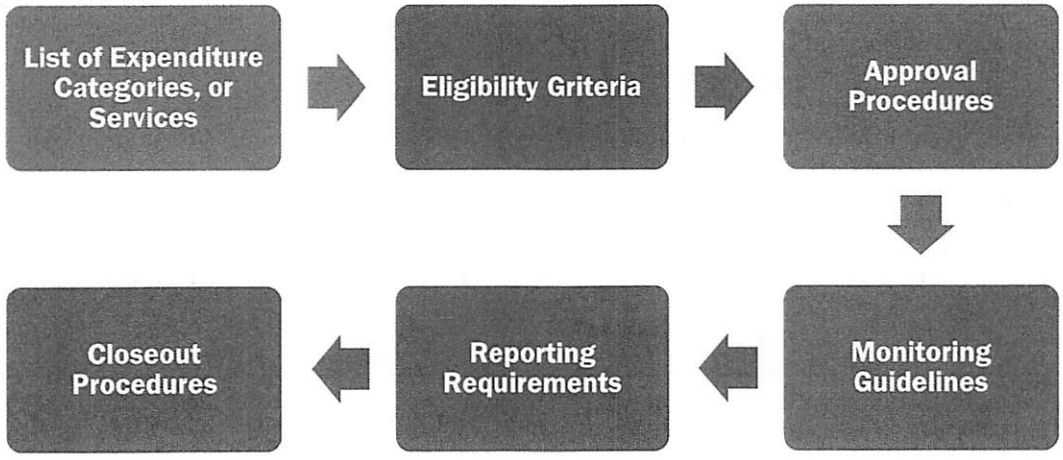
rules and guidelines. Program development and implementation will be undertaken and in coordination with County partners and stakeholders. In developing its plan, the County requested input from the following entities:

Board of County Commissioners and Departments	Constitutional Offices and Elected Officials	Municipal and Other Governments	Civic Leaders
• County Commissioners • Department Directors	• Clerk of Courts • Sheriff's Office and Emergency Management • Property Appraiser's Office • Supervisor of Elections • Tax Collector	• City of Perry • Taylor County Court System • Taylor County Development Authority • Taylor County Health Department	• Taylor County Chamber of Commerce • Tourist Development Council • CARES Act Committee

The County CARES Act Team will coordinate calls and meetings with partners and stakeholders for program development, implementation, reporting, and evaluation until funds are expended, or it is determined that needs have been met.

Compliance Requirements

CARES Act requires compliance, including eligibility, allowability, and Single Audit requirements for federal funds. These regulations include Section 601(d) of the Social Security Act, FS 215.422, 215.971 (1), 216.347, and CFO Memorandum 04. The County has a *Subrecipient Agreement* with the FDEM to ensure the CARES Act funds are disbursed, accounted, and reported in accordance with the applicable guidelines. Taylor County developed its plan to meet compliance with the CARES Act through the following elements:



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In carrying out the priorities established by the BOCC, the County staff and the CARES Committee used the guiding principles below in developing the *Taylor CARES* plan:

Eligible Expenditures	BOCC and County Responsibilities	Oversight
•Necessary and incurred due to COVID-19 public health emergency •Not accounted for in budget most recently approved as of enactment date •Incurred during the period beginning 3/1/20 and ending 12/30/20	•Ensure funds not used by 12/30/2020 must be returned to the Treasury •Confirm CARES Act Funding is not used to fill governmental revenue shortfalls	•County has to review and monitor eligible expendiures, including subrecipients •County will provide information or reporting to FDEM and the U.S. Treasury, Inspector General as required

Program reporting and evaluation are necessary on-going activities to ensure success and compliance with the CARES Act. As program details evolve, it will be important to coordinate with State officials and the County Attorney to ensure compliance with federal, state, and local laws.

The U.S. Treasury has indicated that all local government recipients of CARES Act funds will be audited to ensure compliance with the CARES Act. ***The County's revenue state sharing payment(s) to the general fund will be reduced by the amount of any costs determined as unallowable by the federal or state auditing entity.***

Taylor County is financially responsible for the CARES Act expenditures, approving service offerings, establishing eligibility criteria for applicants and subrecipients, approving the release of funds and grants management, as well as quarterly reporting and subrecipient monitoring.

Reporting: Reporting will be done no less than monthly with regular updates to the Board. The County will also be responsible for all reporting requirements required by the Florida Division of Emergency Management

Revisions: Substantive changes to the Plan are expected as the programs are implemented and for compliance with future U.S. Treasury guidance updates. Recommended changes to the Plan will be presented to the Board for approval.

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Taylor CARES Plan

Based on the guidance, priorities, and directives from the BOCC, the County has outlined the services with the *Taylor CARES* Plan. The *Taylor CARES* framework and services are designed with flexibility that allows the County to respond to the needs of Taylor County Residents while complying with the CARES Act Requirements.

Taylor CARES provides for the efficient, targeted distribution of the initial 25% allocation in Coronavirus Relief Funds allocated under the Federal CARES Act. The following provides examples of unallowable and eligible costs.

Unallowable Costs	Eligible Costs
1. *Lost revenues.* 2. *Non-COVID-19 related expenses.* 3. *Cost accounted for in the budget prior to March 27, 2020.* 4. *State Medicaid cost share.* 5. *Damages or costs paid or reimbursed from other sources.* 6. *Payroll for employees whose service/duties are not substantially dedicated to COVID-19.* 7. *Reimbursement of donated services or supplies.* 8. *Workforce bonuses.* 9. *Severance payments.* 10. *Legal settlements.*	1. *Medical expenses related to COVID-19, e.g., testing, emergency medical response expenses, public telemedicine capabilities.* 2. *Public health expenses related to COVID-19, e.g., communication and enforcement, purchase and distribution of PPE, disinfection of public areas or facilities, public safety measures, quarantining individuals.* 3. *Payroll expenses are not budgeted and for certain individuals whose services are substantially dedicated to mitigating or responding to COVID-19.* 4. *Expenses of actions to facilitate compliance with COVID-19 for public health measures, e.g., food delivery to certain populations, improvement of telework capabilities for public employees, paid sick, medical and family leave under specific circumstances.* 5. *Expenses associated with the provision of economic support in connection with COVID-19, e.g., grants to small businesses, payroll support, unemployment costs if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.*

**Ref: Most current U.S. Treasury Guidance and Frequently Asked Questions located at:*
https://home.treasury.gov/policy-issues/cares/state-and-local-governments

The following illustrates the proposed funding plan by expenditure category for the first 25%, or $904,906. Following the illustration is additional information regarding the proposed allocation of funds through the *Taylor CARES* Plan. Differences due to rounding.

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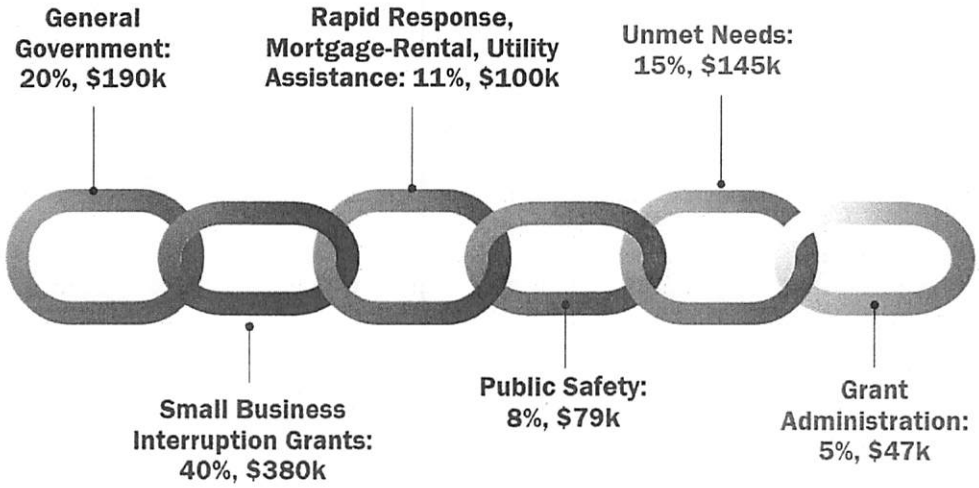

Expenditure Category 1: General Government

ALLOCATION: $190,000, or 20%

PURPOSE: Cover allowable operating expenses for the continuity of local government operations, mitigation and response to Covid-19, including CARES Act program implementation and compliance costs, for the:

- Board of County Commissioners
- Clerk of the Court
- Sheriff's Office and Emergency Management
- Supervisor of Elections
- Property Appraiser
- Tax Collector
- City of Perry
- School Board – received CARES Act funding under a separate agreement.

EXAMPLES: Public employee reassignment to cover payroll expenses related to the reassignment of existing employees for substantially different uses related to COVID-19 mitigation or response duties, as well as new hires necessary for COVID-19 mitigation and response.

- Telework costs for employees, i.e., equipment, hotspots, broadband enhancements.
- Communication costs for signage, legal ads, or marketing to inform the public on County actions, decisions, etc. regarding COVID-19.
- Workplace Safety - PPE, Sanitizing Stations, common areas, plexiglass, or similar.
- Other allowable costs not covered by FEMA or other COVID-19 funding. Can use CARES Act funds for the County 12.5% FEMA match.

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Expenditure Category 2: Small Business Interruption Grant

ALLOCATION: $380,000, or 40%

PURPOSE: Provide grants up to $10,000 (subject to funding availability) for business with 50 or less full or part-time employees for the reimbursement of business interruptions or losses caused by required closures or compliance with social distancing guidance. Grant applications will be selected randomly after the application period. Funds will be awarded based on completed and eligible applications submitted and after the County has approved the application.

EXAMPLES OF ELIGIBLE BUSINESSES

- Child Care Centers
- Gyms
- Hair Salons, Nail Salons, Barber Shop
- Restaurants, Caterers, Bakeries, Bars
- Retail with physical bricks/mortar storefront
- Mobile Services, e.g., car washing, cleaning services
- Health Care

EXAMPLES OF ELIGIBLE USES

- Salaries/Payroll
- Inventory/ Other Expenses due to COVID-19 safety provisions
- Commercial Lease, Mortgage, Rent Payments, or Utilities

EXAMPLES OF REQUIRED DOCUMENTS

- Fully completed application, including certifications, affirmations, acknowledgments.
- Financial information, i.e., 2019 fourth quarter and 2020 first and second quarter tax returns and payroll reports.
- Tax structure documentation.
- Proof of any PPE funding, business interruption, or closures as a result of COVID-19.
- Active Taylor County business with its principal place of business in Taylor County as registered in SunBiz.org.

EXAMPLES OF ELIGIBILITY REQUIREMENTS

- Less than 50 full or part-time employees.
- Proof of operations since January 1, 2019, and operational as of the date of the grant award.
- Expected to operate for at least 12 months after the grant award.
- Principle Location in Taylor County with a valid Taylor County business tax receipt.
- Commit to practicing current State or County issued COVID-19 safety practices.
- Storefront (bricks/mortar) and/or mobile.
- No current unpaid code enforcement liens or violation of federal, state, or local laws.

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- Current on ad valorem taxes, if any.
- Not a publicly-traded company.
- For-profit organization.
- Total gross receipts or sales not to exceed $1,000,000 annually.

IMPLEMENTATION: Within 30-days of the Board's approval of the Plan, County staff shall seek proposals from a professional firm to assist in the development of the grant process and application documents, review of grant application packages, and provide technical assistance to businesses, recommendations for funding of applications, and reporting. Staff shall adhere to proper procurement methods mandated by the U.S. Treasury and required Board approvals.

Expenditure Category 3: Community Rapid Response Program

ALLOCATION: $100,000, or 11%

PURPOSE: Provide economic support and relief to residents experiencing economic hardships due to COVID-19.

A. INDIVIDUAL RELIEF: Provide up to $3,000.00 for a household of 5 or less and up to $5,000.00 for a household of 6 or more for overdue payments for rent, mortgage, or utilities for those who are residents of Taylor County and actively employed prior to March 27, 2020. Payments will be made direct to the landlords, mortgage companies, or utility providers.

EXAMPLES OF MINIMUM ELIGIBILITY REQUIREMENTS	EXAMPLES OF REQUIRED DOCUMENTS
• Reside in Taylor County, Florida. • Pay rent, mortgage, or utilities only for their main residence in Taylor County, Florida. • The application or one other individual in the household has lost a job or experienced a reduction in hours at work due to COVID-19 (Adult with COVID-19 impact must be the applicant). • Be a U.S. Citizen or permanent legal resident (Adult applying for the assistance must be a U.S. Citizen or permanent legal resident).	• Photo I.D. for the applicant (e.g., U.S. Government-issued driver's license, passport, etc.). • Proof of the number of individuals residing in the household. • Social Security Card for the applicant, or a document from a government entity or verifiable institution that includes full social security number. • Proof of past due rent, mortgage, or utility payments. • Documentation showing a loss of income (only one is required) such as: – Employer notice of reduced hours, furlough, or layoff due to COVID-19. – Two pay stubs that show a reduction in income, one (1) 2020 paystub to show pay prior to March 27, 2020, and one (1) paystub to show a reduction in pay since March 27, 2020. – Unemployment letter showing award or other information related to COVID-19. – Any other document that shows a reduction of income related to COVID-19.

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IMPLEMENTATION: Within 30-days of the Board's approval of the Plan, County staff shall seek proposals from a professional firm to assist in the development of the Individual Relief process and application documents, review of Individual Relief application packages, and provide technical assistance to individuals, recommendations for funding of Individual Relief applications, and reporting. Staff shall adhere to proper procurement methods mandated by U.S. Treasury and Board approvals.

B. DIRECT COMMUNITY SERVICES: Partner with local organizations to provide mental health services; in-home meals; and food and water for the most vulnerable populations; and food distribution throughout the County.

EXAMPLES

- Purchase of prepared meals for in-home delivery.
- Purchase of groceries for in-home delivery or distribution centers.
- Purchase of PPE for business or in-home care for most vulnerable residents.
- Rent for warehousing for the storage of PPE and non-perishable groceries.

IMPLEMENTATION: Within 30-days of the Board's approval of the Plan, County staff shall contact and coordinate a meeting with local non-profits, i.e., Senior Center, Big Bend Community Based Care, Second Harvest, Apalachee Mental Health Center, American Red Cross, and others that may be identified as well as the County Emergency Management and Health Department to discuss potential unmet needs, program guidelines and development, implementation and delivery of services, marketing and outreach to citizens. After discussions with potential partners have concluded, staff will bring forth recommendations and draft Agreements with one or more of the abovementioned organizations to manage this Program for Board consideration.

Expenditure Category 4: Public Safety

ALLOCATION: $79,000, or 15%

PURPOSE: Provide proactive mitigation and response measures related to COVID-19 to keep Taylor County safe.

EXAMPLES

Public Health

PPE for public employees, businesses, and non-profits.

Sanitizing stations at public facilities or vehicles.

Sanitizing stations at non-profit facilities and child care centers.

Disinfection of public areas or non-profit facilities or child care centers in the event of COVID-19 positive testing.

Warehousing costs for storage and staging of supplies.

Medical Expenditures

Covid-19 testing, contact tracing, antibody testing

Emergency medical transport

Public safety response for unfunded and unmet needs (e.g., County Health Department)

Public Health Compliance

Quarantine/Non-congregate shelter and housing for those displaced by COVID-19

Social distancing

Draft Report

IMPLEMENTATION: Within 30-days of the Board's approval of the Plan, County staff shall contact and coordinate a meeting with the County Emergency Management and County Health Department to discuss potential unmet needs, program guidelines and development, implementation, and delivery of services, marketing, and outreach to citizens. After discussions with potential partners have concluded, staff will bring forth recommendations and draft Agreements with one or more of the abovementioned organizations to manage this Program for Board consideration.

Expenditure Category 5: Reserve for Unmet Needs

ALLOCATION: $145,000, or 8%

PURPOSE: Like many Florida counties, Taylor County has established a reserve or replenishment category (Unmet Needs). In the event of future unexpected needs, such as testing, contract tracing, food stabilization, or non-congregate sheltering, or for potential Congressional changes to the authorized uses of these funds, the County can make adjustments as needed to optimize the County's use of the CARES Act funds.

Reserve funds will be set aside for future COVID-19 related emergencies such as social distancing related to potential storm activity and address any other unanticipated un-budgeted needs. Reserve funds can also be reallocated to other programs if not needed.

Expenditure Category 6: Grant Administration (Phase One)

ALLOCATION: $79,000, or 8%

PURPOSE: Provide technical assistance to the County for program planning, eligibility criteria development, and technical assistance.

Draft Report

CERTIFICATION FORM

Form must be completed in blue or black ink
Completed forms can be scanned and electronically submitted

APPLICATION SUBMITTAL TERMS AND CONDITIONS

1. The business entity acknowledges that the Application is subject to disclosure pursuant to Florida's broad public records laws subject to limited statutory exemptions. Except as noted below, all information in the Application, including any supporting documentation attached, may be disclosed, without any notice to Applicant, if a public records request is made for such information, and the County will not be liable to Applicant for such disclosure.

2. Pursuant to Section 815.045, Florida Statutes, "Trade Secret Information," as defined in Section 812.081, Florida Statutes, and as provided for in Section 815.04(3), Florida Statutes, is expressly made confidential and exempt from Florida's public records laws.

   2.1. In order to claim that certain information provided to the County is "Trade Secret Information," the business entity must note (by word, line, or paragraph) the information it wishes to protect as "Trade Secret Information."

   2.2. By submitting this Application, the business entity hereby expressly permits the County to consider any information not specifically noted as "Trade Secret Information" as information that is not protected.

   2.3. The County reserves the right to make its own determination as to whether certain information is "Trade Secret Information," and to make any disclosures in accordance with its sole discretion pursuant to applicable law.

3. The Application, including any supporting documentation, may be disclosed to a third-party not-for-profit or public agency for the purposes of reviewing it for eligibility for funding. If such disclosure occurs, the third-party will have access to the complete Application, including any exempt, confidential, or protected "Trade Secret Information" to be used by the third-party for eligibility determination.

4. Should the business entity receive financial assistance from the County, the business entity agrees that it shall:

   4.1. Ensure that its employees and business locations comply with the social distancing and public health safety guidance issued by the U.S. Centers of Disease Control and Prevention.

   4.2. Retain all records and supporting documentation related to this Application for a minimum of five (5) years from the date of any financial assistance paid to the business entity. At the end of such five (5) year period, the business entity will allow County to copy all such records, if desired by County. If the business entity sells the business that is the subject of this Application, or otherwise ceases business operations prior the end of the five (5) year period, the business entity will provide County a copy of all such records prior to such sale or other cessation of business operations.

   4.3. Permit the County, the State, the Federal Government, or their designated representatives, to, during regular business hours, conduct follow-up site visits and access and audit the business entity's records to prevent fraud and to ensure compliance with federal requirements.

5. The business entity hereby acknowledges that pursuant to Section 837.06, Florida Statutes, knowingly making a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty is a misdemeanor of the second degree.

6. The business entity understands that it will be liable to the County for the amount of financial assistance received should it be found to have made a false statement in its Application, including any supporting documentation, or to have misled the County in any manner in order to obtain financial assistance.

7. The business entity acknowledges and agrees that any financial assistance received from the County will only be used to pay for or reimburse necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) that the business entity incurred between March 1, 2020 and December 30, 2020.

8. Should the business entity receive financial assistance from the County, the business entity shall not use any portion of such financial assistance to pay for any expenses that have been or will be reimbursed by insurance or other private sources or under any other local, state, or federal program, including but not limited to other CARES Act programs (such as the Paycheck Protection Program, Economic Injury Disaster Loan, Florida Bridge Loan), or other federal program. Applicant acknowledges that it will be required to repay any amounts received from the County that have been or will be reimbursed by any of the above-described sources and shall indemnify the County for any liabilities, losses, damages, and expenses incurred by the County arising out of Applicant's failure to abide by the terms of this Application and County's actions to recoup the funds from the Applicant, including attorney's fees and costs.

9. The business entity hereby certifies that it shall make its best efforts to return to normal business operations as soon as is practicable and safe after the effects of the COVID-19 public health emergency subside.

10. In the event business entity receives financial assistance from the County and does not comply with all of the terms and conditions contained herein, the business entity will be required to repay the full amount of such financial assistance to the County immediately upon demand. In the event the State of Florida or the federal government at any time demands the return of any financial assistance paid to the business entity, Applicant shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand.

☐ I have read and understand the above statement.

☐ I certify that this business has no unpaid code enforcement liens and that no Business Owners, including all Managing Members and/or Officers, have been convicted of financial crimes within the past three years.

[REMAINDER OF THIS PAGE LEFT BLANK]

ATTESTATION OF THE AUTHORIZED REPRESENTATIVE

1. I have the authority to legally bind the business entity and I have been authorized by the business entity to submit this Application.

2. On behalf of the business entity, I hereby acknowledge, affirm, and certify to the "Application Submittal Terms and Conditions" as provided above.

3. I am knowledgeable of the business entity's business activities and have reviewed the Application, including any supporting documentation attached, and hereby certify that the Application is true and correct to the best of my knowledge and that it contains no false or misleading statements.

4. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Business Owner or Authorized Agent Name

Relationship to Owner (If Authorized Agent)

Contact Phone Number

Signature: _____

Form must be signed in blue or black ink
Electronic signatures are not acceptable

Date: _____

☐ **By checking this box, I agree and validate the above information.**

Taylor County's Small Business Assistance Grant Program will invest at least $380,000 in the County's small businesses. The Small Business Assistance Grant Program will allow up to 38 qualifying small businesses access to a maximum of $10,000 per applicant in grant money to cover normal business expenses, including employee wages, vendor bills, rent, utilities and employee/customer safety costs to help offset the temporary loss of revenue due to COVID-19. The Federal Cares Act has provided the funding for this County program. Grant awards may be limited to 30% of reported 2019 gross annual revenues or $10,000, whichever is less.

Businesses financially impacted by the COVID-19 pandemic may apply for a one-time cash payment through the County's Small Business Assistance Grant Program which is designed to assist small businesses in need of short-term assistance due to disruption of business operations and loss of revenue as a result of the COVID-19 pandemic. To be eligible for the County's Small Business Assistance Grant Program, businesses must meet the requirements listed in the Eligibility section.

Eligible for-profit businesses will be required to provide the documentation listed in the Application to verify their eligibility.

Eligible business will be required to pledge in good faith to make all efforts to remain operational after applicable local and state emergency guidelines are removed and commit to following the COVID-19 Prevention Measures recommended by the U.S. Centers for Disease Control and Prevention.

Application packets can be picked up at the following location during the normal business hours:

- Perry-Taylor County Chamber of Commerce, 428 North Jefferson Street, Perry, FL 32348

Online applications will be available at **https://www.taylorcountygov.com** starting at 8:00 a.m. on Friday, September 11, 2020. To request application packets by email, send your request to **cares@Taylorcountygov.com**. To request application packets by U.S. Mail, please contact the Taylor CARES hotline between 8:00 a.m. and 5:00 p.m., Monday through Friday at (XXX) XXX-XXXX beginning on Friday, September 11, 2020.

INFORMATION AND ASSISTANCE WITH YOUR APPLICATION WILL BE AVAILABLE BY CONTACTING THE TAYLOR CARES HOTLINE BETWEEN 8:00 A.M. AND 5:00 P.M., MONDAY THROUGH FRIDAY AT (XXX) XXX-XXXX BEGINNING ON FRIDAY, SEPTEMBER 11, 2020 OR BY E-MAILING **cares@taylorcountygov.com**.

In-person assistance may be arranged by scheduling an appointment with a Taylor CARES representative by contacting (XXX) XXX-XXXX or **cares@taylorcountygov.com**.

For your application to be considered, it must be received by the Taylor CARES office not later than the 5:00 p.m. on September 21, 2020.

Paper applications and documentation will be accepted at the drop box located at the front entrance of the Perry-Taylor County Chamber of Commerce, 428 North Jefferson Street, Perry, FL 32348 beginning Friday, September 11, 2020 or if mailed or FedExed to: Taylor CARES Application, Perry-Taylor County Chamber of Commerce, 428 North Jefferson Street, Perry, FL 32348 and delivered by 5:00 p.m. on September 21, 2020.

Eligible applicants that submit **complete** applications may be recommended for an award by an independent contractor. Incomplete applications or missing documentation will be deemed ineligible. Applications may be automatically rejected if documents are missing, falsified or illegible. The County reserves the right to reject any application.

The process for selection will be to sequentially number all submittals on Tuesday, September 22, 2020 (but not in date/time order of submittal). After all applications have been numbered, the contractor will use a Random Sequence Generator to establish a review sequence. The applications will be reviewed based on random sequence until the maximum number of eligible applications are processed.

Applicants will be notified of their award beginning the week of October 5, 2020.

Awards will be disbursed by the Clerk's Office via check.

TAYLOR COUNTY, FLORIDA
SMALL BUSINESS ASSISTANCE GRANT APPLICATION

INCOMPLETE SUBMITTALS WILL BE DEEMED INELIGIBLE

General Information

Legal Business Name:				
DBA (if applicable):			Taxpayer ID Number:	
Physical Business Address:		City:	State:	Zip Code:
Mailing Address (if different):		City:	State:	Zip Code:
Phone #:	Mobile #:	E-mail:	Website Address:	
Has Business Been Established Since January 1, 2019? (Yes/No)		Business Gross Annual Revenues 2019: $		
# of Full-Time Employees:	# of Part-Time Employees	# of 1099 Employees:		
Industry/Business Type: ☐Manufacturer ☐Wholesaler ☐ Retail ☐Service ☐ Professional ☐Other				
Type of Business Structure (select one): ☐ Proprietorship ☐ General Partnership ☐ Limited Partnership ☐S Corp ☐ C Corp ☐Non-Profit ☐LLC ☐Other				
Owner/Owner Representative 1:				
Name:		Title:		
Address:		Primary Phone #:	Primary E-Mail:	
Owner/Owner Representative 2:				
Name:		Title:		
Address:		Primary Phone #:	Primary E-Mail:	
Purpose of Grant (Use of Proceeds): ☐ Payroll/Wages ☐ Mortgage/Rent ☐ Vendor Payments ☐ Other Needs (explain)				
Did you receive funds from the Paycheck Protection Plan or other sources? (Yes/No)		If yes, how much?		
Are all owners United States citizens?			☐ Yes	☐ No
If "No" are they a resident alien?			☐ Yes	☐ No

Reset Form

ELIGIBILITY FORM

Form must be completed in blue or black ink
Completed forms can be scanned and electronically submitted

Eligibility Confirmation (ALL BOXES MUST BE CHECKED):
Applicant must check box to confirm that each statement is true for all questions. If any statement is not true, the business is not eligible.

- ☐ Business is a "For-profit" Business
- ☐ Business has fifty (50) or less employees or full-time equivalent (FTE) employees.
- ☐ Business is not a publicly traded company.
- ☐ Business has experienced a business interruption or closures due to COVID-19.
- ☐ Business has not received funds covered by insurance or reimbursement from the Federal Payroll Protection Program (PPP), or other local, state or federal sources in excess of $100,000 related to COVID-19.
- ☐ Business is expected to operate after applicable local and state emergency guidelines are removed.
- ☐ Business commits to following all recommended COVID-19 safety guidelines.
- ☐ Business has earned less than 1.0 million in gross annual income for 2019.
- ☐ Business is physically located and operated within the boundaries of Taylor County, Florida.
- ☐ Business is wholly or partially owned by a Taylor County resident
- ☐ Business has been operating and can prove ongoing business operations since January 1, 2019.
- ☐ Business is current on all Payroll taxes.
- ☐ Business is current on all Sales and Unemployment taxes.
- ☐ Business is current on all Property taxes.
- ☐ Business is current on all Federal Income taxes.
- ☐ Business has no current unpaid code enforcement liens or violation of any state, federal or local laws.
- ☐ No Business Owners, including all Managing Members and/or Officers, have been convicted of financial crimes within the past three years.
- ☐ No businesses that have as owners and/or employees who are current elected officials, directors, officers, employees, and contractors of the County and such individuals' spouse.

Documentation Provided (ALL DOCUMENTATION LISTED MUST BE PROVIDED AND ALL BOXES CHECKED):

- ☐ W-9 Form
- ☐ Staffing Documentation (W-3 Summary, IRS Form 1096, IRS Form 941, Employee Roster or Sole Proprietor Statement).
- ☐ Active State Business Registration from Sunbiz.org and current local business tax receipt.
- ☐ Proof that business has experienced a business disruption (Proof can include income statements from March – June 2019 vs. 2020; financial/accounting statements; customer counts).
- ☐ Proof of PPP Loans or other local, state or federal sources (e.g. scan of letter or pdf of email from SBA or bank/lender).
- ☐ Proof of Taylor County physical location (tax bill, utility bill or other).
- ☐ Proof of Taylor County residency (Drivers license or voter registration card).
- ☐ Proof of status on Payroll taxes.
- ☐ Proof of status on Sales and Unemployment taxes.
- ☐ Proof of status on Property taxes if property is owned or lease agreement if property is leased.
- ☐ Proof of status on Federal Income taxes.