

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, SEPTEMBER 19, 2017  
6:00 P.M.

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

REGULAR MEETING

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS (RFPS) FOR CONSTRUCTION OF A COMMUNITY CENTER AT THE SHADY GROVE PARK, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG) AS SUBMITTED BY IRON HORSE MUD RANCH.

CONSENT ITEMS:

6. THE APPROVAL OF MINUTES OF JULY 11, 18, AUGUST 7, 10 AND 22, 2017.
7. APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF THE BY-LAWS FOR THE 2017-2018 LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF CONTRACT WITH THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR PLANNING SERVICES, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

PUBLIC REQUESTS:

11. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) APPLICANT TO THE BIG BEND WATER AUTHORITY (BBWA) BOARD OF DIRECTORS, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.

COUNTY STAFF:

12. THE BOARD TO CONSIDER APPROVAL OF DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) AGREEMENT FOR THE COASTAL PARTNERSHIP INITIATIVE GRANT AWARD, FOR THE STEINHATCHEE BOAT RAMP REHABILITATION PROJECT, AS AGENDAED BY THE GRANTS DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO PREPARE AND ADVERTISE A REQUEST FOR PROPOSALS FOR DEBRIS DISPOSAL, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

GENERAL BUSINESS:

14. THE BOARD TO CONSIDER APPROVAL OF A DRAFT RESOLUTION EXPRESSING SUPPORT FOR THE "SAY YES TO 2<sup>ND</sup> CHANCES" PROJECT, AND THE PROPOSED VOTING RESTORATION AMENDMENT TO THE FLORIDA CONSTITUTION, AS AGENDAED BY CHAIRMAN FEAGLE.
15. THE BOARD TO DISCUSS PINE TREE ROAD, AS AGENDAED BY COMMISSIONER RUSSELL.

COUNTY ADMINISTRATOR ITEMS:

16. THE BOARD TO CONSIDER APPROVAL OF RENEWAL OF THE INMATE CATASTROPHIC MEDICAL INSURANCE POLICY, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
18. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
19. 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](http://www.taylorcountygov.com)
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


Board to hold a public hearing to consider an application for a Mud Bog Special Event at the Iron Horse Mud Ranch site for October 26<sup>th</sup> – October 29<sup>th</sup>, 2017 with attendance expected to be greater than 1,000.

**MEETING DATE REQUESTED:**

September 19, 2017

**Statement of Issue:** Mud Bog Special Event for more than 1,000 attendees.

**Recommendation:** Hold public hearing

**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:** An application was submitted to the planning department on August 1, 2017 to hold a Mud Bog Special Event from October 26<sup>th</sup> through October 29<sup>th</sup> at the Iron Horse Mud Ranch 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. Public notice was run in the local newspaper and individual notice was sent to all property owners within 660 feet of the event site.

**Options:**

1. Approve the application.
2. Deny the application.

**Attachments:**

1. Copy of application
2. Supporting documents
3. Checklist



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

TED LAKEY, 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: 8/1/17

APPLICANT NAME: Wells Mud Ranch DBA Iron Horse Mud Ranch

MAILING ADDRESS: P. O. Box 203, Rush, Kentucky 41168

PROPERTY OWNER: Rt. 207 Properties, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 813-909-3288

8744-350, 8744-200  
PARCEL #: 8744-050, 8743-200

### PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

1. Rt. 207 Properties

2. Andyland, LLC

3. Sandra Laura Lee

4. Jack Fernandez

5. Martin Ellison

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

EVENT DATE(S):	10/26 - 10/29	START:	Thursday	END:	Sunday
HOURS OF OPERATION:		START:	7:00 a.m.	END:	7:00 p.m.

EXPECTED ATTENDANCE: 1000+

MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER:  
(Attach statement from provider)

SHERIFFS OFFICE \*

PRIVATE SECURITY \_\_\_\_\_

**SANITARY FACILITIES PROVIDER:** Murray's Septic 850-672-0103

**SOLID WASTE CONTRACTOR:** Waste Pro 352-463-6200

**ATTACH THE FOLLOWING**

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.
9. A map drawn to scale of at least 1" = 400', showing:
  - a. Property location;
  - b. Location of highways, roads, lots and lands within 660 feet activity;
  - c. Location of parking area and all incidental uses;
  - d. All interior access ways;
  - e. Access to the property;
  - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.
12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.

3-28 2011

Re: Wells Mud Ranch LLC; D.B.A. Iron horse Mud Ranch

Letter of consent for county or state officer

This letter is to provide written consent that Iron Horse mud Ranch will allow entrance to any county or state officer to the Iron horse mud ranch to perform his or her Duties.

Iron horse mud Ranch

Shannon Wells AS MM OF ~~REPORT~~ 201 prep

Ranch

\*\*\*\*\*  
SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 650 feet of my property.

At 209 Properties  
Print Name

M. W. B.  
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

S. Lee  
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 650 feet of my property.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8-10-11

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Jack Fernandez  
Print Name

*Jack Fernandez*  
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

Attention GARY Wells

\*\*\*\*\*  
SPECIAL EVENT WAIVER  
DATE: 3/9/2011  
Event must be a mini. of 450 feet. (Four hundred fifty feet) away from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.  
Andrew KOTSAFTIS  
Andy Landy / S  
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 9280093

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 9/20/11

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

J. M. Ellison  
Print Name

JM Ellison  
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



PLACE BUSINESS CARD HERE



Franchised  
area

## Service Agreement

### A. CUSTOMER SITE INFORMATION

Site Name: <i>Iron Horse Mud Ranch</i>	Customer Class: <i>FL</i>	Effective Date: <i>4/25/2011</i>	Account #: <i>026290</i>
Service Address: <i>8999 US Hwy 19 S</i>	City/State: <i>Perry FL</i>	Service Area: <i>Taylor</i>	Salesperson:
Zip Code: <i>32348</i>	Contact Name: <i>Rusty</i>		
Email:	Telephone: <i>813 943 9811</i>	Fax:	Mobile:

### B. BILLING INFORMATION

Billing Name:	P.O. # Required? <i>Y / N</i>
Billing Address: <i>PO Box 203</i>	Billing Cycle: <i>FL</i>
City/State: <i>Gresham KY</i>	Customer Deposit:
Zip Code: <i>40168</i>	Contact Name:
Email:	Telephone:
Fax:	Mobile:

### C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact VIN	Locks	Wheels	Gates	Rate	Schedule
1	FL	SW	4	1X				4x4	96.90	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: <i>P 50</i>	Removal:	Lock/Container:
Container Rental:		Franchise Fee:
Disposal:		Fuel/Environmental:
Extra Pickup: <i>55.00</i>		
Special Services:	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	

Other Instructions:

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.

Customer Signature

Date

*P. H. Lagoren*  
Waste Pro Representative

*9/12/2013*  
Date

Print Name

TERMS & CONDITIONS ON THE REVERSE



WASTE PRO ~~TEMPORARY~~ ROLL OFF SERVICE AGREEMENT  
P.O. Box 380  
Midway, FL 32343  
www.wasteprousa.com

Phone # 352-561-0800  
Fax # 352-531-0800

Company <u>Waste Pro 110</u>	Service Area <u>Taylor</u>	Terms <u>30 days</u>
Salesperson <u>Franchised</u>	Effective Date <u>9/14/2011</u>	P.O. #
Class <u>Roll off</u>	Bill Cycle	Acct # <u>026298</u>

CUSTOMER INFORMATION	
Site Name <u>Iron Horse Club Ranch</u>	Billing Name
Contact <u>Quincy</u>	Contact
email	email
Address <u>8999 US Hwy 19 S</u>	Address <u>P.O. Box 203</u>
Address 2	Address 2
City, Zip <u>Berry FL 32348</u>	City, Zip <u>Rush KY 41168</u>
Phone # <u>813 943 7811</u>	Phone #
Fax #	Fax #
Mobile #	Mobile #

CUSTOMER ORDER, INFORMATION & CHARGES		
Quantity <u>1</u>	Delivery Charge	C.O.D./Charge
Size <u>20</u>	Haul Charge <u>230.00</u>	Maintenance Charge
Material <u>SW</u>	Disposal Charge <u>58.95/Ton</u>	Deodorizing Charge
Est. # Loads	Flat haul Charge	Fuel Surcharge
Length of Job	Trip Charge	Inactivity Fee <u>\$100 PER 30 DAYS NON USE</u>
Closest intersection or landmark:		
Other Instructions:		

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

Authorized Signature

Date

Representative Signature

Date

Name (Print or Type)

Contractor Approval

File



# CERTIFICATE OF LIABILITY INSURANCE

IRONH-1

OP.ID: DH

DATE (MM/DD/YYYY)

10/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Garrett-Stotz Company  
1801 Alliant Avenue  
Louisville, KY 40299  
Chris von Allmen

CONTACT NAME: Donna Hellinger

PHONE (A/C, No, Ext): 502-415-7000

FAX (A/C, No): 502-415-7001

E-MAIL: dhellinger@garrett-stotz.com

ADDRESS: dhellinger@garrett-stotz.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Gemini Insurance Company

10833

INSURER B: Illinois Union Insurance Co

27960

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Iron Horse Mud Ranch, LLC  
PO Box 203  
Rush, KY 41168

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		VMGP002626	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		G28171250001	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe Under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Location: Iron Horse Mud Ranch, 8999 US Hwy 19 S, Perry FL 32348

## CERTIFICATE HOLDER

Taylor Co. Board of Commissioners  
201 East Green Street  
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

F.W. Murray's Septic  
P.O. Box 1328  
Perry, Florida 32348

July 28, 2017

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: October 26-29, 2017.

If you have any questions feel free to contact me directly.

Sincerely,  
F.W. Murray  
Owner



*A partnership with Tallahassee Memorial HealthCare*



Date: 8/1/2017

Ref: Iron Horse Mud Ranch Mud Bogs

Mr. Wells,

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 2017:

October 26<sup>th</sup>

October 27<sup>th</sup>

October 28<sup>th</sup>

October 29<sup>th</sup>

This coverage will include a dedicated crew for the duration of each event. If demand dictates, a third crewmember may be scheduling during peak hours.

Please feel free to contact me for more information.

Sincerely,

Albert "Mac" Leggett  
EMS Director  
Doctors Memorial Hospital

(850) 584-2227

# Sheriff



WAYNE PADGETT – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347  
850-584-4225 • 1-800-800-4740  
Dispatch 1-800-669-7123

August 17, 2017

To Whom It May Concern:

The Taylor County Sheriff's Office will provide security on Oct. 26<sup>th</sup>-29<sup>th</sup> requested by Trey Howard for the Iron Horse Mud Ranch Mud Bog.

10/26/2017

5 Deputies during the day and 5 Deputies during the night.

10/27/2017

8 Deputies during the day and 8 Deputies during the night.

10/28/2017

8 Deputies during the day and 8 Deputies during the night.

10/29/2017

9 Deputies during the day and 9 Deputies during the night.

Any Additional security needed must be provided by private security.

Thank you,

A handwritten signature in black ink, appearing to read "Major Marty Tompkins". The signature is stylized with a large loop at the end.

Major Marty Tompkins

Taylor County Sheriff's Office



# Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

8/29/2016

To Whom It May Concern;

Taylor County Fire Rescue will provide the Iron Horse Mud Ranch a dedicated two person fire crew with apparatus on Friday October 27<sup>th</sup> and Saturday October 28<sup>th</sup> from the hours of 07:00 AM to 10:00 PM to meet the needs for fire protection services at the established rates.

At all times open to the public there will be Iron Horse staff on site with mobile 20lb Class ABC fire extinguishers.

There will also be a meeting prior to the event with the Fire Chief and an event manager to plan fire protection services, this shall include the number of mobile extinguishers.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel  
Fire Chief

**RELEASE AND HOLD HARMLESS AGREEMENT**

I, Shannon Wells, as Managing Member of Rt. 207 Properties, owner of the property described as follows:

Address: 8999 US HWY 19 South, Perry, FL 32348

Section: 3 Township: 6S Range: 8E Parcel#: 8744-350, 8744-200, 8744-050, 8743-200

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner 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 on the 26<sup>th</sup>-29<sup>th</sup> day of October, 2017.

This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 3 day of August, 2017

Monica Miguel  
WITNESS

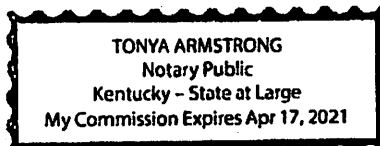
Shannon Wells  
Shannon Wells, as managing member of Rt.  
207 Properties

Edna Nelson  
WITNESS

Shannon Wells  
OWNERS NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Shannon Wells, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 3rd day of August, 2017.



Tonya Armstrong 577646  
NOTARY PUBLIC  
My Commission Expires: 4/17/21

**ADJOINING PROPERTY PROTECTION AGREEMENT**

I, Shannon Wells, as managing member of Rt. 207 Properties, owner of the property described as follows:

Address: 8999 US HWY 19 South, Perry, FL 32347

Section: 3 Township: 6S Range: 8E Parcel#: 8744-350, 8744-200, 8744-050, 8743-200

I 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 on the 26<sup>th</sup> - 29<sup>th</sup> day of October, 2017, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 3 day of August, 2017

Nancy English  
WITNESS

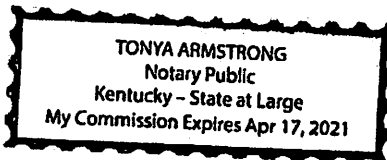
Shannon Wells  
OWNERS NAME

Edna Nelson  
WITNESS

Shannon Wells  
APPLICANT'S NAME

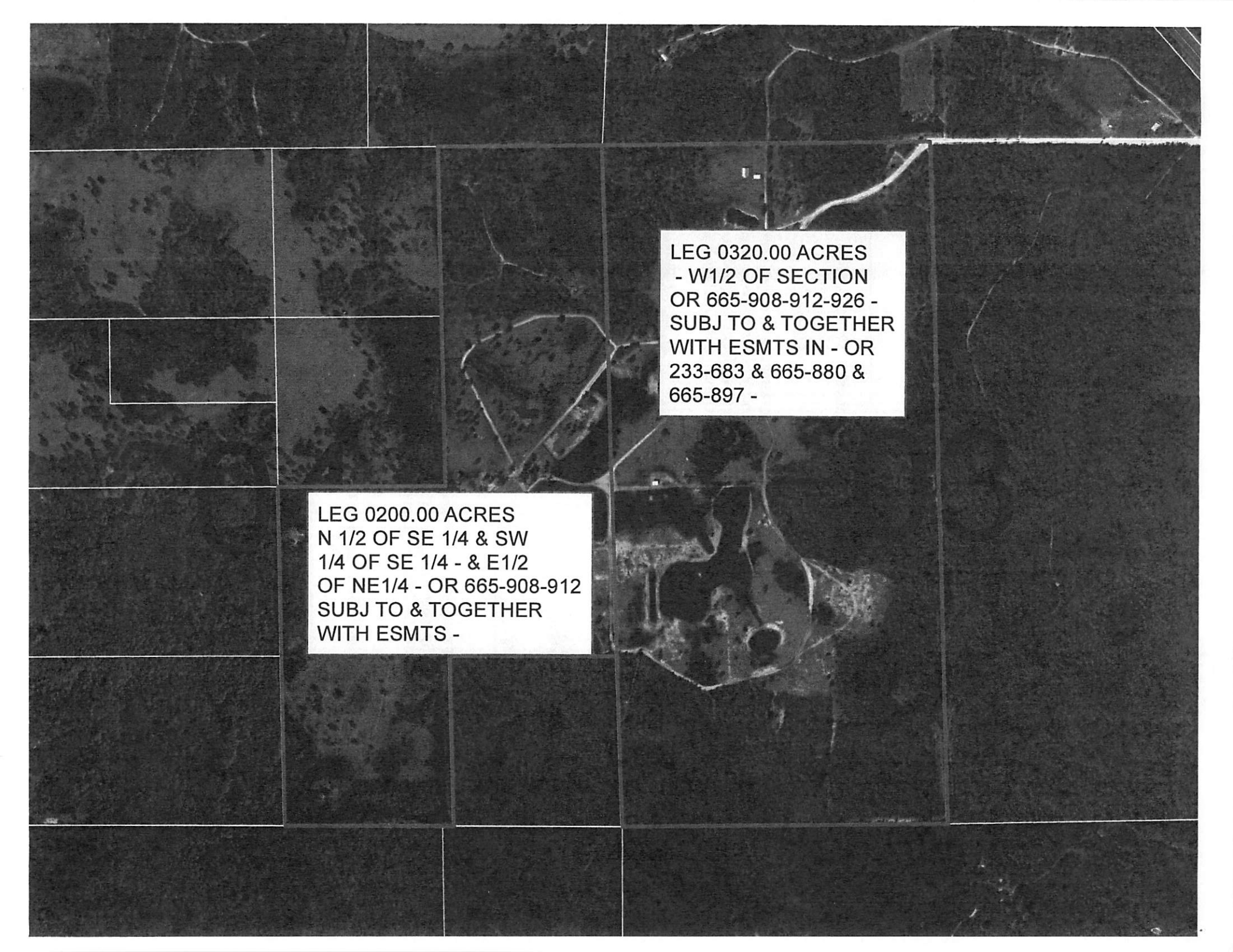
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Shannon Wells, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 3<sup>rd</sup> day of August, 2017.



Tonya Armstrong 577646  
NOTARY PUBLIC  
My Commission Expires: 4/17/21



An aerial photograph showing a land survey grid. The grid is composed of several rectangular sections. Two text boxes are overlaid on the image, providing details about specific land parcels. The background is a dark, textured aerial view of the land, with some lighter areas indicating roads or cleared land.

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 -

# IRON HORSE MUD RANCH

Note: This map is for information purposes only and is not intended to be used as a navigational device. Iron Horse Mud Ranch assumes no responsibility for any losses resulting from the use thereof.

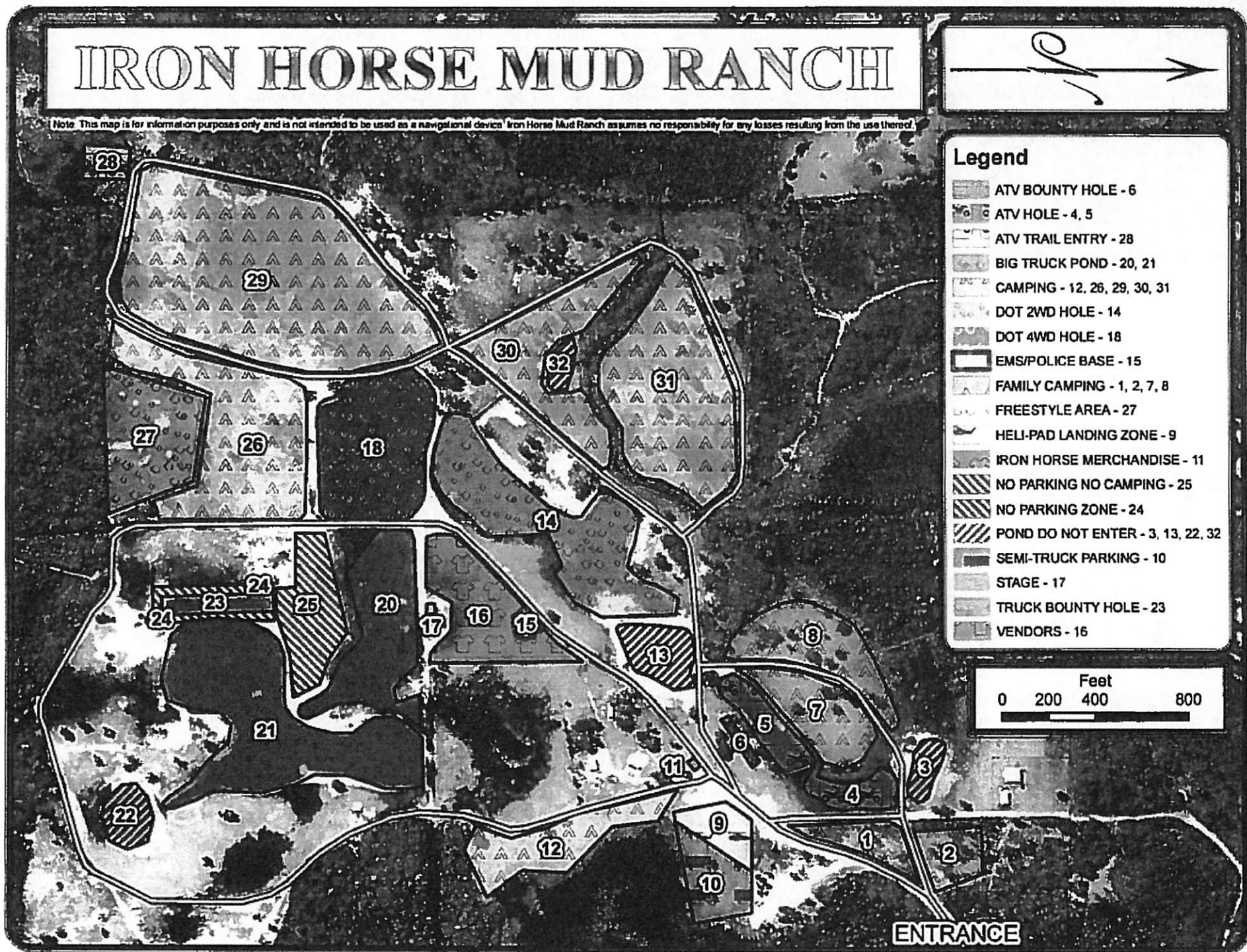


## Legend

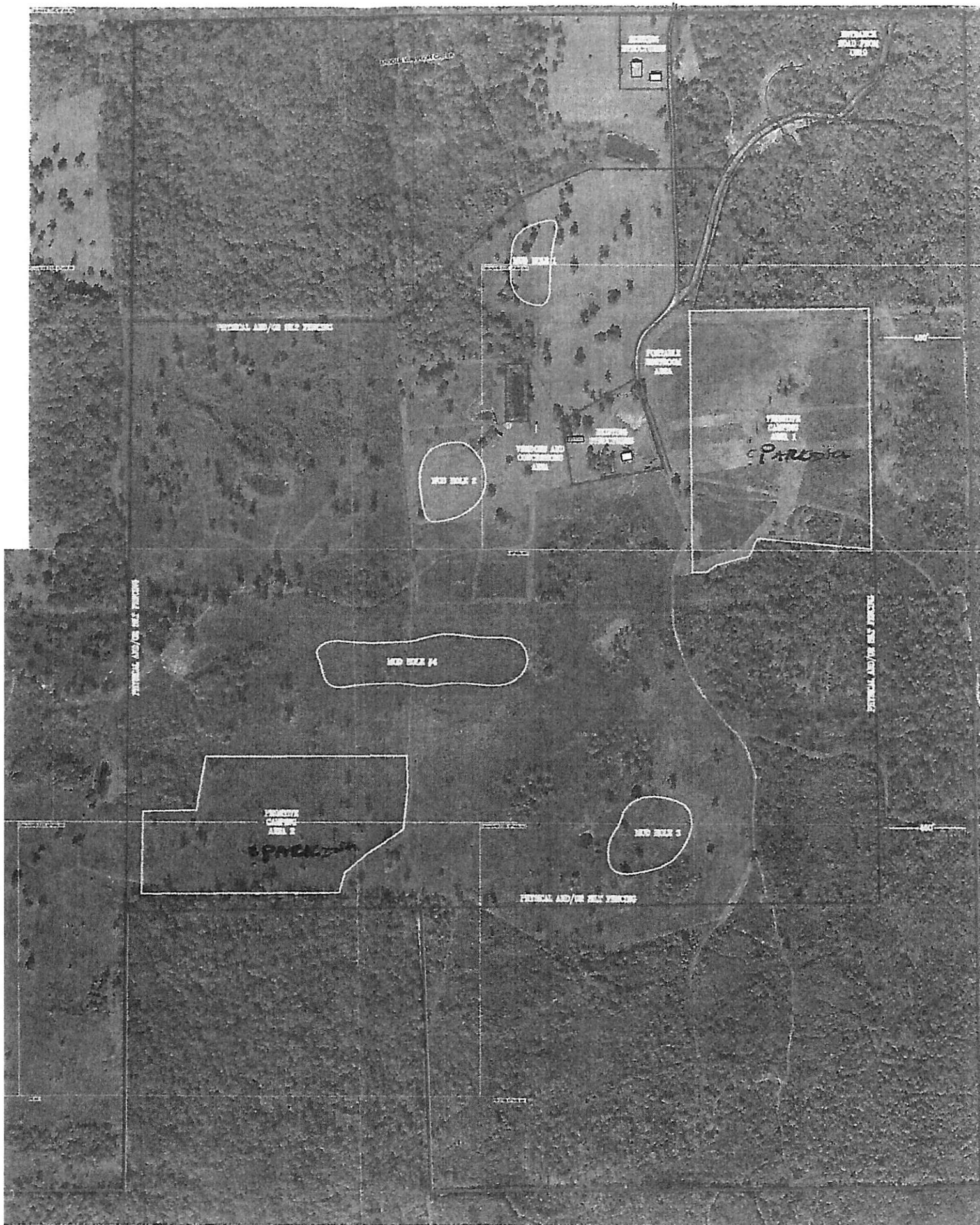
- ATV BOUNTY HOLE - 6
- ATV HOLE - 4, 5
- ATV TRAIL ENTRY - 28
- BIG TRUCK POND - 20, 21
- CAMPING - 12, 26, 29, 30, 31
- DOT 2WD HOLE - 14
- DOT 4WD HOLE - 18
- EMS/POLICE BASE - 15
- FAMILY CAMPING - 1, 2, 7, 8
- FREESTYLE AREA - 27
- HELI-PAD LANDING ZONE - 9
- IRON HORSE MERCHANDISE - 11
- NO PARKING NO CAMPING - 25
- NO PARKING ZONE - 24
- POND DO NOT ENTER - 3, 13, 22, 32
- SEMI-TRUCK PARKING - 10
- STAGE - 17
- TRUCK BOUNTY HOLE - 23
- VENDORS - 16

Feet  
0 200 400 800

ENTRANCE







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, September 19, 2017 at 6:05 p.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

**LEGALS**



on October 26th - October 29th, 2017 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.

# MUD BOG CHECKLIST

EVENT NAME: Iron Horse Mud Bog

1.	APPLICANTS NAME	✓
2.	OWNERS NAME	✓
3.	PHYSICAL LOCATION	✓
4.	LEGAL DESCRIPTION	✓
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	✓
6.	DATE & HOURS OF EVENT	✓
7.	MAXIMUM ATTENDANCE <i>Expected Attendance</i>	*
8.	SECURITY STATEMENT	
9.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	✓
10.	MAP OF PROPERTY	✓
11.	PROPERTY WITHIN 660 FEET OF EVENT	✓
12.	LOCATION OF PARKING	✓
13.	LIST OF OWNERS WITHIN 660 FEET	✓
14.	ENTRY CONSENT STATEMENT	✓
15.	HOLD HARMLESS & ENTRY CONSENT STATEMENT	✓
16.	ADJOINING PROPERTY OWNER STATEMENT	✓
17.	WASTE HAULER STATEMENT	✓
18.	INSURANCE STATEMENT <i>Expires 10-11-17</i>	✓
19.	SANITARY FACILITY PROVIDER STATEMENT	✓
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	✓

COMPLETED BY: W D Griner  
William D. (Danny) Griner

DATE: 9.6.17

(8)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2017, to be in excess of the advertised budget.

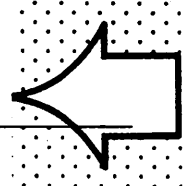
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2017.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$7,000	001-3312022	FDEM Certification Grant
Expenditures:		
\$2,500	2225-53401	Contractual Services
\$ 500	2225-54100	Communications
\$1,500	2225-55103	Equipment < \$1,000
\$1,500	2225-55202	Safety Products/Supplies
\$1,000	2225-55401	Books/Pub/Memb/Training
<u>\$7,000</u>	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of September, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2017 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(CERT Grant / Emergency Management Awarded FY 2017/2018 )

**DETAIL BUDGET REQUEST**  
**2017/2018 FISCAL YEAR**

**DEPARTMENT:** FDEM CERT GRANT  
**Source of Funding:** 100% FUNDING  
**DEPARTMENT #:** PENDING

<b>Expenditure</b>		
<b><u>Account #</u></b>	<b><u>Account Description</u></b>	<b><u>Amount</u></b>
53401	CONTRACTUAL SERVICES	\$2500
54100	COMMUNICATIONS	\$500
55103	EQUIPMENT <\$1,000	\$1500
55202	SAFETY PRODUCTS/SUPPLIES	\$1500
55401	BOOKS/PUBL/SUB/MEMB/TRAIN.	\$1,000
<b>TOTAL</b>		<b>\$7000.00</b>

**100% of \$7000.00 grant award**

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

THE BOARD TO CONSIDER APPROVAL OF THE 2017/2018 CERT GRANT AS AGENDAED BY KRISTY ANDERSON, EM COORDINATOR.

**Meeting Date:**

AUGUST 7, 2017

**Statement of Issue:**

THE BOARD TO CONSIDER APPROVAL OF THE 2017/2018 CERT GRANT.

**Recommendation:** APPROVE**Fiscal Impact:** \$ 7,000.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒**Submitted By:** KRISTY ANDERSON, EM COORDINATOR**Contact:** 850-838-3575**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE CERT FUNDS RECEIVED FROM THE STATE WILL BE USED TO PROMOTE COMMUNITY VOLUNTEERISM AND FOR MEMBER TRAINING AND EQUIPMENT. AN IN-KIND MATCH IS REQUIRED, WHICH WILL BE ACCOMPLISHED BY USE OF EXISTING PERSONNEL AND FACILITIES.

**Options:** 1. APPROVE2. NOT APPROVE**Attachments:** 1. CERT GRANT CONTRACT

2. \_\_\_\_\_



VolunteerFlorida.org

3800 Esplanade Way  
Suite 180  
Tallahassee, FL 32311

Phone: 850.414.7400  
Fax: 850.921.5145

VolunteerFlorida.org

August 1, 2017

Kristy Anderson  
Taylor County CERT, Inc.  
591 US Highway 27 East  
Perry, FL 32347

Dear Kristy Anderson,

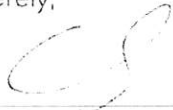
Congratulations! On behalf of Volunteer Florida, we are pleased to announce that \$7,000.00 has been granted to Taylor County CERT, Inc. for the CERT Program.

This grant is a result of funding from the FEMA Emergency Management Performance Grant (EMPG). You will receive the contract agreement and attachments by the end of this week. Please provide a signed copy of the contract to Volunteer Florida no later than August 31, 2017.

The CERT Program continues to strengthen communities across Florida through training and preparedness activities. Your work is invaluable and we look forward to a successful year!

If you have any questions, please contact your CERT Program Manager, Christy Rojas ([Christy@VolunteerFlorida.org](mailto:Christy@VolunteerFlorida.org)), or Emergency Management Director Ken Skalitzky ([Ken@VolunteerFlorida.org](mailto:Ken@VolunteerFlorida.org)). Thank you for engaging your community in this preparedness program.

Sincerely,



Chester W. Spellman  
Chief Executive Officer



volunteerflorida

**Volunteer Florida  
CERT Contract Agreement  
2017-2018**

Sub-Recipient: Taylor County CERT, Inc.  
Sub-Recipient DUNS: 06-588-7796  
Project Title: CERT  
FY 2018 Grant Period: July 1, 2017 – June 30, 2018  
Contract Total: \$7000  
POC: Kristy Anderson  
Address: 591 US Highway 27 East  
City, State, ZIP: Perry, FL 32347  
Work Phone: 850-838-3575  
E-Mail: kristy.anderson@taylorcountygov.com

This contract agreement is hereby made and entered into as of this August 1, 2017 (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "Commission"), having its principle place of business at 3800 Esplanade Way, Suite 180, Tallahassee, FL 32311, and Taylor County CERT, Inc., an entity organized under the laws of the State of Florida with its principal place of business located at 591 US Highway 27 East Perry, FL 32347 (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract Agreement."

In accordance with the provisions of Federal Emergency Management Performance Grant Program (EMPG) funding, Volunteer Florida, serving as the Administrative Agency, hereby awards to the Sub-Recipient a contract in the amount shown above.

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

- I. **TYPE OF CONTRACT.** This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Volunteer Florida performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.
- II. **PAYMENT OF FUNDS.** The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to Volunteer Florida before execution of your

contract. The sub-recipient should not expend any funds until a fully executed contract has been received from Volunteer Florida. Contract funds will be disbursed to sub-recipients (according to approved project budget) upon receipt of evidence of expenditures and receipts of deliverables delivered according to the terms and conditions of the contract.

- III. **CONTRACT AMENDMENTS.** All amendments to the contract must be in writing and utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-recipient.
- IV. **DEPLOYABLE CAPABILITIES.** All assets and capabilities achieved or sustained with EMPG contract funds are deployable and shareable at the direction of Volunteer Florida, with cost potentially reimbursable in conformance with Emergency Management Assistance Compact (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.
- V. **ATTACHMENTS.**
  - A. All Attachments to this Contract are incorporated as if set out fully
  - B. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
  - C. This Contract has the following attachments:
    - i. Attachment A – Program Budget
    - ii. Attachment B – Scope of Work / Deliverables
    - iii. Attachment C – Allowable Cost and Eligible Activities
    - iv. Attachment D – Reports
    - v. Attachment E – Reporting Forms
    - vi. Attachment F – Program Statutes and Regulations
    - vii. Attachment G – Certification Regarding Debarment
    - viii. Attachment H – Criminal History Check Status Form
- VI. **PAYMENTS.**
  - A. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final invoice shall be submitted no later than thirty (30) days after the expiration date of the contract.**
  - B. If the necessary funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.
- VII. **MANDATED CONDITIONS.**
  - A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Recipient, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Recipient.
  - B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract 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 Contract.

- C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.
- D. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Contract 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-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 19(g)2. of this certification; and,
  - iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- E. 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 Contract
- F. In addition, the Sub-Recipient shall send to Volunteer Florida (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Contract.
- G. Volunteer Florida reserves the right to unilaterally cancel this Contract 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 Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.
- H. Volunteer 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")]. Volunteer Florida 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 Contract by Volunteer Florida.
- I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

VIII. LEGAL AUTHORIZATION.

- A. The Sub-Recipient certifies that it has the legal authority to receive the funds under this Contract and that its governing body has authorized the execution and acceptance of this Contract. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Contract.

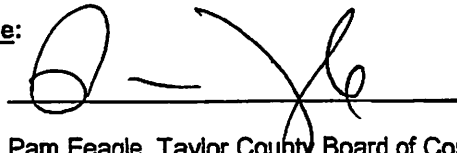
I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the contract; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance and date stipulated in the funding contract.

I certify that I understand and agree that once the contract has been sent to sub-recipient, the contract will be executed by December 31, 2017. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**SUB-RECIPIENT merge:**

By:



Name and title:

Pam Feagle, Taylor County Board of County Commissioners Chair

Date:

8/7/17

FID#

06-588-7796

**VOLUNTEER FLORIDA**

By:

Name and Title:

Chester W. Spellman, Chief Executive Officer

Date:

\_\_\_\_\_

IX. **POINT OF CONTACT INFORMATION.**

- A. The name, address, and telephone number of the Volunteer Florida CERT Program Manager:

Christy Rojas-Kasten, CERT Program Manager  
3800 Esplanade Way  
Suite 180  
Tallahassee, FL 32311  
(850) 414-7400  
[Christy@VolunteerFlorida.org](mailto:Christy@VolunteerFlorida.org)

Or

Ken Skalitzky, Emergency Management Director  
3800 Esplanade Way  
Suite 180  
Tallahassee, FL 32311  
(850) 414-7400  
[Ken@VolunteerFlorida.org](mailto:Ken@VolunteerFlorida.org)

- B. The name, address, and telephone number of the Sub-Recipient's Program Contact is:

Kristy Anderson, Taylor County EM Coordinator  
591 US Hwy 27 East  
Perry, Florida 32347  
850-838-3575  
[kristy.anderson@taylorcountygov.com](mailto:kristy.anderson@taylorcountygov.com)

- C. The name, address, and telephone number of the Fiscal Contact is:

Ted Lakey, Taylor County Administrator  
201 East Green Street  
Perry, Florida 32347  
850-838-3500 ext. 7  
[ted.lakey@taylorcountygov.com](mailto:ted.lakey@taylorcountygov.com)

**CONTRACT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY VOLUNTEER FLORIDA.**

All Terms and Conditions Included. This Sub-recipient and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to review and approve the By Laws for 2017-2018 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged

**MEETING DATE REQUESTED:**

September 19, 2017

**Statement of Issue:** Board to review and approve the By Laws for 2017-2018 for the LCB for the Transportation Disadvantaged.

**Recommended Action:** Approve LCB By Laws for 2017-2018

**Budgeted Expense:** Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The terms of the Transportation Disadvantaged Planning Grant require the LCB 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:** 2017-2018 By Laws for the LCB





**TAYLOR COUNTY TRANSPORTATION DISADVANTAGED  
LOCAL COORDINATING BOARD  
BY-LAWS 2017 – 2018**

**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), 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. 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, hospitals, assisted living facilities, 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, Headstart, or school transportation services.
12. A person representing the economically disadvantaged in the county.
13. A citizen advocate who must be a user of the local transportation services of the system 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. Non-voting Members.** Additional non-voting members may be appointed by the Board of County Commissioners.

**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.

**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 two (2) consecutive meetings with an unexcused absence. As required by the Planning Agency Operating Guidelines, the County shall notify the Florida Commission for the Transportation Disadvantaged if any agency voting member or their alternate fails to attend two consecutive meetings. 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 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 organizational meeting is held at the 4<sup>th</sup> quarter meeting in (June) to elect a Vice – Chairperson for the upcoming new fiscal/grant reporting year.

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. Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.
- C. 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 51% 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 is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.
- D. Notice of Meetings.** Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the news media 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. 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. Review and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP.
4. On a continuing basis, evaluate services provided under the approved designated service plan. Annually evaluate the Community Transportation Coordinator's (CTC) performance in general and relative to the Commission for the Transportation Disadvantaged standards and the current service plan elements. Recommendations in reference to the CTC shall include, at a minimum, an evaluation of competition, and cost and availability based on modules contained within the State Commission's Workbook for Community Transportation Coordinators and Providers in Florida.
5. In cooperation with the Coordinator, review and provide recommendations and assistance as needed to the State Commission and the Board of County Commissioners on applications for local, state, or federal funds relating to transportation of the transportation disadvantaged in the County and ensure that any expenditures within the County are provided in the most cost effective and efficient manner.
6. 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.
7. Review coordination strategies for service provision to the transportation disadvantaged in the county to seek innovative ways to improve cost effectiveness, efficient, safety, hours, and types of service to increase ridership to a broader population. Such strategies should also encourage multi-county and regional transportation service agreements between area coordinators and adjacent counties when it is appropriate and cost effective to do so.
8. Assist the Community Transportation Coordinator in establishing priorities with regard to the recipients of transportation disadvantaged services that are purchased through the Transportation Disadvantaged Trust Fund.
9. If applicable, annually review coordination contracts to advise Coordinator whether the continuation of said contract provides the most cost effective and efficient transportation available.
10. If applicable, annually review all transportation operator contracts as to the effectiveness and efficiency of the transportation operator and recommend approval or disapproval of such contracts to the Coordinator.
11. Annually hold a public hearing for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.

12. Annually review and approve of the Annual Operations Report (AOR) prepared by the Community Transportation Coordinator.
13. Annually approve Actual Expenditure Report (AER) prepared by the Planning Coordinator and Community Transportation Coordinator.
14. Assist in the promotion of the local Transportation Disadvantaged Program and service development and expansion.

#### **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 \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Thomas Demps, Chairman  
Local Coordinating Board of the  
Transportation Disadvantaged.

10

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to consider approval of annual contract with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

**MEETING DATE REQUESTED:**

September 19, 2017

**Statement of Issue:** Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for fiscal year 2017/2018.

**Recommended Action:** Approve contract.

**Fiscal Impact:** \$12,500

**Budgeted Expense:** Yes

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Economic Opportunity and consultation with county staff. The contract price was at one time \$23,500; however, due to the budgetary constraints faced by the County, the Council has agreed to continue to perform the service for \$12,500.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; proportionate fair share, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for fiscal year 2017/2018.

- Options:**
1. Approve contract.
  2. Choose not to approve contract.

**Attachments:** Copy of contract.

FISCAL YEAR 2018

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2017 and shall end on September 30, 2018. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. 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 Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.



## ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

## ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

## ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

## ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

## ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY

Attest:

Seal

\_\_\_\_\_  
Annie Mae Murphy  
County Clerk

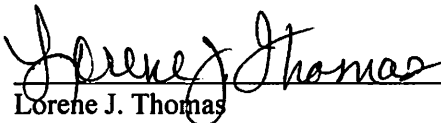
\_\_\_\_\_  
Pam Feagle  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

\_\_\_\_\_  
  
Scott R. Koons  
Executive Director

\_\_\_\_\_  
  
Lorene J. Thomas  
Chair

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2018  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.



Serving Alachua  
Bradford • Columbia  
Dixie • Gilchrist • Hamilton  
Lafayette • Levy • Madison  
Suwannee • Taylor • Union Counties

---

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 25, 2017

Mr. Ted Lakey  
County Administrator  
Taylor County  
201 East Green Street  
Perry, FL 32347

RE: Fiscal Year 2018  
Agreement Between the County and the Planning Council  
for Local Government Comprehensive Planning Services

Dear Ted:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to provide comprehensive planning services to the County for Fiscal Year 2018 in the amount of \$12,500. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the County, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County's files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP  
Executive Director

Enclosures

xc: William D. Griner, County Building Official (letter only)  
Lawanda Pemberton, Assistant County Administrator (letter only)



L:\LGA Contracts\2018\2018 agreeletterfinalmerge.doc

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Appointing Big Bend Water Authority board member

**Meeting Date:**

Sept 5 2017

**Statement of Issue:** Chairman Charlie Norwood term is ending Sept 2017 position has been advertised in TACO Times and posted in public venues. Application deadline is Aug 31 2017

**Recommendation:** Reappoint Chairman Norwood

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

**Submitted By:** Mark Reblin BBWA

**Contact:** Mark Reblin 352.356.1342

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** \_\_\_\_\_

**Options:** 1. One application: Charlie Norwood, Jr.

2. \_\_\_\_\_

**Attachments:** 1. Application

Member Roster

## **LaWanda Pemberton**

---

**From:** MREBLIN@msn.com  
**Sent:** Wednesday, August 23, 2017 2:14 PM  
**To:** LaWanda Pemberton  
**Subject:** BBWA Steinhatchee  
**Attachments:** bbwa@bellsouth.net\_20170823\_132615.pdf

Sent from Windows Mail

Lawanda,

Attached is the add that was run in Perry Paper Wed and Fri of last week.

Thank You

Mark Reblin

BBWA

Steinhatchee

Kelley to the library on Monday, Aug. 28.

Kelley, a Cedar Key attorney, is the author of

"Massacre at Sirte."

The program, which is free and open to the public, will begin at 5:30 p.m.

Solomon, Greer, L  
818 A1A North, I  
904.273.2426 87

## LEGALS



other persons having claims or demands against decedent's estate, on whom a copy of this notice has been served, must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is: August 9, 2017  
SALLY ROBERTS

## LEGALS



Attorney for Personal Representative  
Florida Bar No. 102816  
P.O. Drawer 579  
Perry, Florida 32348  
Telephone: (850) 584-3812  
Fax: (850) 584-7148  
JUSTIN POPPELL,  
Personal Representative for the Estate of BETTY E. POPPELL, deceased,  
8/9, 8/16

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT OF FLORIDA IN AND FOR TAYLOR COUNTY  
CIVIL ACTION

CASE NO. 16 000742 CAC  
UNITED STATES OF AMERICA, acting through the United States Department of Agriculture, Rural Development, f/k/a Farmers Home Administration, a/k/a Rural Housing Service, Plaintiff,

## LEGALS



vs. DARRELL UPSHAW; and DAVID J. UPSHAW, Defendants,  
NOTICE OF SALE  
NOTICE IS HEREBY GIVEN that pursuant to a Final Judgment of Foreclosure entered on August 2, 2017, by the above entitled Court in the above styled cause, the undersigned Clerk of Court or any of her duly authorized deputies, will sell the property situated in TAYLOR County, Florida, described as:  
Lot 11 and the South 22.86 feet of Lot 10 of Block "G" of the Spring Lake Heights Subdivision, as recorded in Plat Book 1, Page 79, of the Public Records of Taylor County, Florida,  
at public outcry to the highest and best bidder for cash on September 5, 2017, at the front steps of the Taylor County Courthouse, 108 N. Jefferson Street, Perry, FL 32347, beginning at 11:00 A.M., subject to all ad

## LEGALS

valorem to for the re above. ANY PER INTEREST IN THE SALE. THE PROPS DATE OF T FILE A CLA DAYS AFTER REQUESTS ACCOMME WITH DISAG If you are who needs in order proceeding no cost to of certain contact the Columbia. 173 NE Hei 408, Lake (386) 719- before yd appearan upon rece if the time appearan if you are impaired. DATED on ANNIE MAE Clerk of Ct P.O. Box 62 Perry, Florida By Marti Le Deputy Cl 8/16, 8/23

NOTICE OF BOBBY'S Notice of intent to 08/27/2017

## BIG BEND WATER AUTHORITY

BBWA is accepting applications for a board member (non-paying position) in the Steinhatchee, (Taylor County) area.

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, Ted Lakey, 201 E Green St, Perry, FL. 32347. Applications must be received no later than 5 p.m., August 31, 2017, at the close of the business.

009



# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Charlie A. Howard Jr.

MAILING ADDRESS: 322 Riverside Dr.

CITY: St. Charles STATE: FLORIDA ZIP: 32359

HOME PHONE: None

WORK PHONE: 352 356 7129

EMAIL: charlie@seahag.com

EMPLOYER: Self Seahag Marina Inc.

JOB TITLE: President

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 20

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.

Things Important to Me:

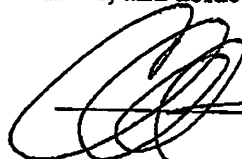
- Quality Water & Sewer.
- Quality & Stable management & leadership.
- Equality to all employees & members.
- Positive Growth.
- Strong Financial Stability within the Authority.
- Safety.
- Disaster Readiness.

If you so choose I will continue to  
volunteer my time to help BBWA.

received  
8/31/17 LP

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.

8/28/2017  
DATE

  
SIGNATURE

BIG BEND WATER AUTHORITY  
CONTACT INFORMATION  
2016-2017

VICE-CHAIR (DIXIE) *2 year term*  
HOWARD HART *expires 9/30/17*  
P O BOX 101  
STEINHATCHEE, FL 32359  
HOME: 352-498-3920  
OFFICE: 352-498-7269  
CELL: 352-542-4026  
EMAIL: [hlhart43@gmail.com](mailto:hlhart43@gmail.com)

*H. Martin*  
*Vacancy*  
*Taylor*  
*County*  
*Pierce*  
*2 year term*  
*expires 9/30/18*

COUNTY COMMISSIONER  
W.C. MILLS (DIXIE)  
P O BOX 2600  
CROSS CITY, FL 32628  
CELL: 352-356-0402  
EMAIL: [waltercmills@gmail.com](mailto:waltercmills@gmail.com)

MARGARET CORBIN (DIXIE) *1 year term*  
336 SW 911 ST *expires 9/30/17*  
STEINHATCHEE, FL 32359 *Then goes to Taylor*  
PHONE: 352-356-1525 *County for 1 year*  
EMAIL:

BBWA ATTORNEY  
SNIFFEN & SPELLMAN, P.A.  
MARK LOGAN  
123 N MONROE ST  
TALLAHASSEE, FL 32301  
OFFICE: 850-205-1996  
EMAIL: [tharmon@sniffenlaw.com](mailto:tharmon@sniffenlaw.com)

CHAIRMAN: (TAYLOR) *2 year term*  
CHARLES NORWOOD, JR *expires 9/30/17*  
322 RIVERSIDE DR  
STEINHATCHEE, FL 32359  
HOME: 352-498-2414  
WORK: 352-498-3008  
CELL: 352-356-7129  
EMAIL: [Charlie@seahag.com](mailto:Charlie@seahag.com)

COUNTY COMMISSIONER  
FRANK RUSSELL (TAYLOR)  
2549 SIDNEY BLANTON RD  
PERRY, FL 32348  
CELL: 850-843-1361  
EMAIL:  
[frussell@taylorcountygov.com](mailto:frussell@taylorcountygov.com)

JIMMY BRAY (DIXIE) *2 year term*  
P O BOX 275 *expires 9/30/17*  
STEINHATCHEE, FL 32359  
CELL: 352-356-0445  
EMAIL: [chrissy\\_bry@yahoo.com](mailto:chrissy_bry@yahoo.com)

GENERAL MANAGER  
MARK REBLIN  
P O BOX 196  
STEINHATCHEE, FL 32359  
CELL: 352-356-134  
EMAIL: [mreblin@msn.com](mailto:mreblin@msn.com)

BBWA ENGINEER  
HATCH MOTT MACDONALD  
MIKE MURPHY  
1545 RAYMOND DIEHL RD, STE 200  
TALLAHASSEE, FL 32308  
OFFICE: 850-688-9840  
FAX: 850-561-0205  
EMAIL: [mike.murphy@hatchmott.co](mailto:mike.murphy@hatchmott.co)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Requesting Board to approve DEP Agreement No. CM818 for the Coastal Partnership Initiative Grant (CPI) awarded to the County in the amount of \$30,000 for the Steinhatchee Boat Ramp dock rehabilitation project.

**MEETING DATE REQUESTED:**

September 19, 2017

**Statement of Issue:** The Board approved submitting grant application in the amount of \$30,000 on October 3, 2016 to the CPI grant program requesting funding assistance in the amount of \$30,000 for the dock rehabilitation project at Steinhatchee Boat Ramp. The County was notified of the grant award in May 2017 and the project must be completed by June 30, 2018.

**Recommended Action:** Approval of DEP Agreement No. CM818 for the CPI grant award in the amount of \$30,000.

**Fiscal Impact:** The County was awarded the maximum amount of \$30,000. The grant has a dollar per dollar match. This is federally funded program and the County will be able to use the funds already set aside for the Florida Boating Improvement Program (FBIP) grant match for this project. No additional funds will be required from the County.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County has been awarded a FBIP grant in the amount of \$216,240 for the Steinhatchee Boat Ramp dock rehabilitation project and has approved providing an "in kind" match of \$15,017 and cash in the amount of \$72,000. The CPI grant will provide the additional funding needed for the project.

**Attachments:** DEP Agreement No. CM818



DEP AGREEMENT NO. CM818

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM  
GRANT AGREEMENT  
PURSUANT TO THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter the "Department") and TAYLOR COUNTY BOARD OF COMMISSIONERS, whose address is 201 East Green Street, Perry, Florida 32347 (hereinafter the "Grantee"), a local government to provide federal funding for STEINHATCHEE BOAT RAMP DOCKING AREA IMPROVEMENT PROJECT - PHASE II, pursuant to Section 215.971, Florida Statutes (F.S.). Collectively, the Department and the Grantee may be referred to as "Parties" or individually as a "Party".

WHEREAS, the Department is authorized to administer funds pursuant to the Coastal Zone Management Act (hereinafter the "Act"), in accordance with §380.22, F.S.; and,

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on July 1, 2017, pursuant to Cooperative Agreement Award No. #NA17NOS4190059, for projects and activities that promote the protection and management of coastal resources in the State of Florida; and,

WHEREAS, pursuant to §380.22, F.S., and all rules adopted thereunder, as recommended by the Department's Florida Coastal Management Program (FCMP) and as approved by the NOAA process as appropriate, the Grantee is a subrecipient of federal financial assistance from NOAA. Thus, the parties are responsible for complying with the appropriate federal guidelines in the performance of project activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived under this Agreement, and pursuant to the Act and all rules adopted thereunder, the parties do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Project Work Plan, and all attachments and exhibits named herein, which are attached hereto and made a part hereof. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and end no later than June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2017. This Agreement may be amended to provide for additional services if additional funding is made available by NOAA and/or the Florida Legislature. Pursuant to Section 306A of the Act, the Grantee shall be eligible for reimbursement for work performed on or after the Section 306A Project Checklist approval date. No work may commence and no funds may be expended on any Section 306A funded project until the FCMP and NOAA have approved the Section 306A Project Checklist, available online at: <https://coast.noaa.gov/czm/media/checklist306a.pdf> and hereby incorporated by reference.

### 3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee, on a cost reimbursement basis, an amount not to exceed \$30,000 for all eligible project costs, upon the completion, submittal, and approval of the deliverables identified in **Attachment A, Project Work Plan**. The parties hereto understand and agree that this Agreement requires a cost sharing or match on the part of the Grantee in the amount of \$30,000 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C.
  - i. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal, and approval of each Deliverable identified in **Attachment A**. Reimbursement shall be requested utilizing **Attachment B, Payment Request Form**, no later than fifteen (15) days following acceptance of the completed, submitted Deliverables by the Department. In addition to the Payment Request Form, the Grantee must provide a completed **Exhibit I to Attachment B, Schedule of Invoices for Reimbursement; Exhibit II to Attachment B, Schedule of Match**; copies of cancelled checks; copies of invoices; copies of Travel Reimbursements; FLAIR Report or other comparable accounting reports, if applicable; and copies of Volunteer Logs, if applicable. 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 available at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, F.S. Failure to provide any required reports, deliverables, or documentation shall result in a delay in processing the payment until the appropriate information is provided to the Department. A final payment request must be submitted to the Department no later than **August 15, 2018**, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent period of time merely allows the Grantee to finalize invoices and backup documentation to support the final payment request. If applicable, each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. All cost sharing and/or match shall meet the federal requirements established in 2 CFR §200.306. The final payment will not be processed until the match requirement has been met. Failure to comply with these reporting requirements will result in non-payment or termination of this Agreement.



- ii. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's project "umbrella" covers a project's compliance with all pertinent federal environmental laws. No work may commence for the Section 306A funded project activities under **Attachment A, Task #2**, until FCMP and NOAA receive approval from the NEPA Environmental Compliance Review. Additionally, **Attachment A, Task #2** associated costs in the amount of \$30,000 shall not be eligible for reimbursement until authorized by the NEPA Environmental Compliance approval.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement and/or allowable match shall be limited to the following budget categories:
  - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Additionally, the Grantee may document these expenditures for meeting its match requirements. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), should be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). 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.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.



- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures; allowable costs for Federal Programs, awarded prior to December 26, 2014, can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.ecfr.gov> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>; for all Federal Programs awarded after December 26, 2014, allowable costs and uniform administrative requirements can be found under 2 CFR 200 and 2 CFR 1300, at <http://www.ecfr.gov>.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

For Federal Awards made PRIOR to December 26, 2014	
Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

For Federal Awards made AFTER December 26, 2014	
Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures

- G. i. The accounting systems for all Grantees must ensure that funds provided under this Agreement are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's or subrecipient's accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs incurred under this Agreement and reimbursed by the Department from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. 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 payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- H. The 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, which is [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new federal grant greater than or equal to \$25,000 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 Department to comply with this requirement.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of federal funding and grants from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. Failure to provide the Quarterly Progress Report shall result in a delay in processing any payment request until the appropriate information is provided to the Department.
- B. The Grantee shall also submit a Final Project Report utilizing **Attachment E, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. A draft of the Final Project Report shall be submitted electronically to the Department's FCMP Grant Manager for approval. After approval by the FCMP, one (1) hard copy and one (1) electronic copy of the Final Project Report shall be submitted to the Department's FCMP Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
- C. If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every



two (2) years and submitted to the Department's Grant Manager no later than January 31<sup>st</sup> for each year this Agreement is in effect.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement if the work described herein has not commenced within sixty (60) calendar days of the date of execution of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' prior written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- C. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
- E. The Department will decline reimbursement to the Grantee for services provided under the terms of this Agreement if the Grantee does not submit payment requests and quarterly reports in accordance with the provisions of paragraphs 3 and 5 of this Agreement. Quarterly Progress Reports received by the

Department after the 5<sup>th</sup> calendar day following the completion of any quarterly reporting period will be considered late-filed and render the Grantee in default under the terms of this Agreement.

9. **REMEDIES/ FINANCIAL CONSEQUENCES:**

- A. No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.
- The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.
- B. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Project Work Plan**, and all attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative (CPI) program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
- C. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules or regulations applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances:
- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.
- vi. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. If expressly authorized, such Grantee costs incurred during suspension or after termination are only allowable if necessary and not reasonably avoidable, and are allowable only if both of the following apply:
  - a. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable; and,
  - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

- D. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

**10. RECORD KEEPING/AUDIT:**

- A. 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 Inspector General of the U.S. Department of Commerce, NOAA, the Department, the State of Florida, 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 Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with federal funds shall be retained for five (5) years following final disposition.
- D. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

**11. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for

purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in paragraph 17 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, and except for those sub-grants or sub-contracts referenced in paragraph 12.C., which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in 2 CFR §200.317 through 2 CFR §200.326 for its selection of subcontractors.
- C. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of Department of Commerce and/or other Federal department, agency, or instrumentality without the Department's prior written approval.
- D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- E. In accordance with 2 CFR §200.321, the Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The U.S. Department of Commerce (DOC) encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency (MBDA) within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. **LOBBYING PROHIBITION:**

The Grantee agrees to comply with and include in subcontracts and subgrants, the following provisions:

- A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, 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 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.
- C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- D. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- E. If this Agreement is for more than \$100,000, and 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 Grantee shall complete and submit **Attachment G, Standard Form-LLL, "Disclosure Form to Report Lobbying"** (attached hereto and made a part hereof, if applicable), in accordance with



the instructions. If this Agreement is for \$100,000 or less, then **Attachment G** shall not be required and shall be intentionally excluded from this Agreement.

- F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent 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. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

- A. The Department's FCMP Grant Manager (who may also be referred to as the Department's FCMP Project Manager) at the time of execution for this Agreement is identified below:

Toni R. Clanton, FCCM  
Department of Environmental Protection  
Florida Coastal Office (FCO)  
Florida Coastal Management Program  
3900 Commonwealth Boulevard, Mail Station #235  
Tallahassee, Florida 32399-3000  
Telephone No.: (850) 245-2184  
Fax No.: N/A  
E-mail Address: [Toni.r.clanton@dep.state.fl.us](mailto:Toni.r.clanton@dep.state.fl.us)

- B. The Grantee's Grant Manager (who may also be referred to as the Grantee's Project Manager or Point of Contact) at the time of execution for this Agreement is identified below:

Melody Cox  
Taylor County Board of Commissioners  
201 East Green Street  
Perry, Florida 32347  
Telephone No.: (850) 838 - 3553  
Fax No.: (850) 838 - 3563  
E-mail Address: [Melody.cox@taylorcounty.com](mailto:Melody.cox@taylorcounty.com)

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- C. The Grantee's Fiscal Agent at the time of execution for this Agreement is identified below:

Tammy Taylor  
Taylor County Board of Commissioners  
108 North Jefferson Street  
Perry, Florida 32347  
Telephone No.: (850) 383 – 5606 Ext. 122  
Fax No.: (850) 838 – 3504  
E-mail Address: [ttaylor@taylorclerk.com](mailto:ttaylor@taylorclerk.com)

In the event that any of the contact names or contact information listed above changes, written notice by electronic mail with acknowledgement by the other parties will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated contact name(s) and/or information.

**18. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such 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 for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:



\$300,000

Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000

Hired and Non-owned Automobile Liability Coverage

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

19. **CONFLICT OF INTEREST:**

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 under this Agreement.

20. **EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement. **Attachment H, Equipment/Property Reporting Summary or Property Reporting Form** is not applicable and shall be intentionally excluded.

21. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. **QUALITY ASSURANCE:**

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, as **Attachment I, Quality Assurance Requirements for Contracts and Grants** (attached hereto and made part hereof, if applicable). If the project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded from this Agreement

23. **A DISCRIMINATION PLAN:**

- A. The Grantee agrees to comply with the provisions of 15 CFR Part 8 "Nondiscrimination in federally Assisted Programs." 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.
- B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The 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.

- C. Grantee agrees to comply with the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Grantee must identify any products that may be used or adapted for use by visually-, hearing-, or other physically-impaired individuals.

**24. DEBARMENT/SUSPENSION:**

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR 180 and 1326), the Grantee shall agree and certify 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, unless authorized in writing by NOAA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

**25. COPYRIGHT, PATENT AND TRADEMARK:**

The U.S. Department of Commerce, NOAA and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

- A. The copyright in any work developed under a grant or contract under a grant.
- B. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
- C. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

**26. GEOSPATIAL DATA COLLECTION AND SHARING:**

- A. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- B. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

"These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy."

Current Federal Geospatial Data Committee (FGDC) standards can be found at: <http://www.fgdc.gov/metadata/csdlgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115, which may be adopted by the FGDC, is also acceptable.

- C. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

27. **PUBLICATIONS, PHOTOGRAPHS, AUDIOVISUALS & SIGNS:**

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's FCMP Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 5 of this Agreement.

- A. Publications, printed reports (other than the scientific, technical, or professional publications as identified in paragraph 27.B., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, DEP and FCMP logos (logos, which can be found at the FCMP website at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm> or by contacting the Department's FCMP Grant Manager for a copy) and the following statement on the cover or the first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA17NOS4190059. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies."

The next printed line shall identify the month and year of the publication.

The Grantee must receive approval in writing from the Department's FCMP Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) calendar days in advance. The Grantee must also provide the Department's FCMP Grant Manager with shooting scripts and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

- B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 27.A. above.
- C. Grantees must complete a signed **Attachment J, Photographer Release Form and/or Model Release Form**, to be submitted with project photos sent to the Department.
- D. Sign Requirements for Construction Projects: The Grantee shall erect a sign at the site of any construction project, maintain it during construction and the sign must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in paragraph 2. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm>) and the following language:



“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.

- E. Acknowledgment Requirement for Interpretive Signs & Banners: Interpretive signs and banners must include the NOAA, Department and FCMP logos.

**28. CONTRACT PROVISIONS AND REGULATIONS:**

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in **Attachment K, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment L, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

**29. LAND ACQUISITION**

Land acquisition is not authorized under the terms of this Agreement.

**30. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. 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.

**31. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to

the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

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

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**32. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

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



**33. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**34. SEVERABILITY CLAUSE:**

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 hereon or in connection herewith shall be brought in Leon County, Florida.

**35. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alteration, variations, changes, modification or waivers of provision of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TAYLOR COUNTY  
BOARD OF COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

**Pam Feagle, Charmin**

\_\_\_\_\_  
Secretary or designee

**Rebecca Prado, Deputy Director**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
**Toni R. Clanton, DEP FCO Grant Manager**

Date: \_\_\_\_\_

\_\_\_\_\_  
GRANTEE Attorney

FEID No.: **59-6000879**

DUNS No.: **065887796**

CFDA No.: **11.419**

CFDA Title: **Coastal Zone Management Administration Awards**

For Agreements with governmental boards/commissions: If a person other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Form (9 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements.(1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Final Report Form (4 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>H</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>I</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>J</u>	<u>Photographer Release Form &amp; Model Release Form (3 Pages)</u>
<u>Attachment</u>	<u>K</u>	<u>Contract Provisions (7 Pages)</u>
<u>Attachment</u>	<u>L</u>	<u>Regulations (1 Page)</u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**

**DEP Agreement # CM818**

**Project Title:** Steinhatchee Boat Ramp Docking Area Improvement Project

**Grantee**

Organization Name: Taylor County Board of Commissioners  
Chief Elected Official or Agency Head: Pam Feagle  
Title: Chairman  
Address: 201 E. Green Street  
City: Perry  
Zip Code: 32347  
Area Code and Telephone Number: 850-838-3500  
Area Code and Facsimile Machine Telephone Number: 850-838-3501  
E-Mail Address: [pfeagle@taylorcountygov.com](mailto:pfeagle@taylorcountygov.com)

**Project Manager**

Organization Name: Taylor County Board of Commissioners  
Name: Melody Cox  
Address: 201 E. Green Street  
City: Perry  
Zip Code: 32347  
Area Code and Telephone Number: 850-838-3553  
Area Code and Facsimile Machine Telephone Number: 850-838-3563  
E-Mail Address: [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)

**Fiscal Agent**

Organization Name: Taylor County Board of Commissioners  
Name: ~~Tammy Taylor~~ *Dannielle Welch*  
Address: 108 N. Jefferson Street  
City: Perry  
Zip Code: 32347  
Area Code and Telephone Number: 850-838-3506 Ext. 122  
Area Code and Facsimile Machine Telephone Number: 850-838-3504  
E-Mail Address: [taylor@taylorclerk.com](mailto:taylor@taylorclerk.com) *dwelch@taylorclerk.com*

FEID No.: 59-6000879

DUNS No.: 065887796

**Location:**

100 Riverside Drive, Steinhatchee, FL 32359. The Latitude is N 29 deg. 40 min. 22.635 sec. and the Longitude is W 83 deg. 23 min. 33.065 sec. Taylor County

**Scope of Work:**

Phase II of the rehabilitation of the docking area of the Steinhatchee Boat Ramp includes the installation of twelve (12) 6ft wide x 20ft long aluminum finger docks stabilized on 4" galvanized pilings. The finger docks will have textured surfaces for maximum slip resistance. Phase I of the dock rehabilitation project, which is being completed and funded with assistance provided by the Florida Boating Improvement Program (FBIP), will consist of the construction and installation of 260ft of 8ft x 20ft long aluminum poly tub floating docks securely anchored on 6" galvanized pilings with protective guard rails. Prior to the County acquiring the site, a developer had installed wooden docking with finger slips which were designed for light residential use. The existing dock area is in disrepair, does not have secure hand railings, or provide the stability required for year-round heavy recreational use. The finger docks were removed by the County shortly after acquiring the site due to lack of stability and creating a serious safety hazard. The Steinhatchee Docking Area Improvement Project Phase II addresses the critical need of providing safe and enhanced public access for the thousands of boaters who enjoy recreational fishing and boating on the Gulf and Steinhatchee River annually at Steinhatchee Boat Ramp. The project will accommodate public access needs at the boat ramp while providing measures needed to protect the adjacent coastal environment. At this time, there is not sufficient docking for passengers to safely and efficiently board boats at the boat ramp. The docks will provide boaters a safe boarding area and will provide accessibility to all boaters. Steinhatchee is renowned in the Southeast for recreational fishing and boating, both on the Gulf and the Steinhatchee River, and the boat ramp is busy year-round. It is not unusual in the summer months for 400 to 450 boats to launch from the site daily on the weekends.

**\*Installation of the (12) finger docks cannot start until all permits have been issued and received by the applicant and submitted to the FCMP Grant Manager.**

**Total Budget Summary:**

	Grant	Match
<b>AGREEMENT TOTAL</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>

**TOTAL GRANT FUNDS**

Categories	Task 1	Task 2	TOTAL BY CATEGORY
<b>Contractual:</b>	\$ 0.00	\$30,000.00	\$30,000.00
<b>SUB-TOTAL BY TASK</b>	\$ 0.00	\$30,000.00	\$30,000.00

**TOTAL MATCH FUNDS**

Categories	Task 1	Task 2	TOTAL BY CATEGORY
<b>Contractual:</b>	\$ 0.00	\$30,000.00	\$30,000.00
<b>SUB-TOTAL BY TASK</b>	\$ 0.00	\$30,000.00	\$30,000.00

\*No work may commence for the Section 306A funded project activities under **Attachment A, Task #2**, until FCMP and NOAA receive approval from the NEPA Environmental Compliance Review. Additionally, **Attachment A, Task #2** associated costs in the amount of **\$30,000** shall not be eligible for reimbursement until authorized by the NEPA Environmental Compliance approval.

**Task 1. Description: (\$0.00)** The grantee will prepare bid documents, advertise, award bid and prepare contract, develop bid packet for work described in the scope of work, solicit and review proposals, contract with firm to complete all work described in the scope of work and issue notice to proceed. Grantee will ensure placement of sign at project at project location indicating DEP, NOAA and FCMP logos. A dated electronic version is required to be emailed to the grant manager to receive prior approval from the FCMP Administrator. Sign requirements can be found in paragraph 27 of your DEP grant agreement.

**Deliverable 1.** Copies of bid packet for construction work, a spreadsheet of all submitted proposals and rankings and final draft of contract with firm selected to complete construction. Photos of approved funding sign at project site location.

**Completion Date:** **December 31, 2017**

**Performance Measure:** The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above.

**Task 2. Description: (\$30,000)**

Grantee will complete installation of twelve (12) 6ft x 20ft long marine grade aluminum finger docks with slip resistant textured surfaces and will be stabilized on 4" galvanized pilings as described in scope of work. County Engineer will inspect project after contractor has completed installed finger docks & pilings, and prepare final punch list. Engineer to make final inspection upon completion of punch list and approve contractor for payment.

**Deliverable 2.** Before, during and after photos of finger docks during the installation process and a copy of the engineer's inspection approval certification.

**Performance Measure:** The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above. Requests for payment must be made within 15 days of completion of the deliverable.

**Completion Date:** March 31, 2018

**Budget Information:** \$30,000 -FCMP & \$30,000 -MATCH

**Contractual Services:** Contractor will complete the installation of twelve (12) marine grade aluminum finger docks including slip resistance surfaces stabilized on 4" galvanized pilings.

**Funding for Task: 2**

Category	Grant Funds	Match Funds
Contractual:	\$30,000.00	\$30,000.00
<b>TASK TOTAL:</b>	\$30,000.00	\$30,000.00



**ATTACHMENT B**  
**PAYMENT REQUEST FORM**

Grantee: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Grantee's Grant Manager: \_\_\_\_\_

DEP Agreement No.: CM818 \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

Date Of Request: \_\_\_\_\_

Performance Period: \_\_\_\_\_

Total Amount Requested: \$ \_\_\_\_\_

Deliverable No: \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

*{Effective Date of Grant through End-of-Grant Period}*

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Indirect	\$	\$		
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>GRANT BUDGET AMOUNT</b>	\$		\$	
<b>Less Total Cumulative Payments of:</b>	\$		\$	
<b>REMAINING BUDGET IN GRANT</b>	\$		\$	

**GRANTEE CERTIFICATION**

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

\*\*PLEASE DO NOT ALTER THIS FORM\*\*



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT B  
PAYMENT REQUEST FORM**

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address to which you want the state warrant sent.

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with **CM818**.

**DATE OF REQUEST:** This is the date you are submitting the report.

**TOTAL AMOUNT REQUESTED:** This should match the amount on the "**TOTAL AMOUNT**" line for the "**AMOUNT OF THIS CLAIM**" column.

**GRANTEE'S GRANT MANAGER:** This is the person identified as grant manager in the grant agreement.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.

**DELIVERABLE NO.:** Enter the number of the DELIVERABLE(S) for which you are requesting payment.

***GRANT EXPENDITURES SUMMARY SECTION:***

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment A (Project Work Plan), or amendment 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 Budget Narrative section of Attachment A. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the column total on the "**TOTAL AMOUNT**" line. Enter the FCMP budget amount on the "**GRANT BUDGET AMOUNT**" line. Enter the total cumulative amount of this request and all previous payments on the "**LESS TOTAL CUMULATIVE PAYMENTS OF**" line. Deduct the "**LESS TOTAL CUMULATIVE PAYMENTS OF**" from the "**GRANT BUDGET AMOUNT**" for the amount to enter on the "**REMAINING BUDGET IN GRANT**" line.

**"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN:** Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "**TOTAL AMOUNT**" line. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

**"MATCHING FUNDS CLAIMED" COLUMN:** If applicable, enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A (Project Work Plan). Enter the total on the "**TOTAL AMOUNT**" line for this column. Enter the match budget amount on the "**GRANT 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 "**GRANT BUDGET AMOUNT**" for the amount to enter on the "**REMAINING BUDGET IN GRANT**" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** If applicable, enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "**TOTAL AMOUNT.**" 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 CERTIFICATION:** Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

**REQUIRED BACK-UP DOCUMENTATION:**

**Exhibit I - Schedule of Invoices for Reimbursement for each deliverable.**

**Exhibit II - Schedule of Match for each deliverable.**

**Copies of Invoices (*Not applicable to state agencies*)**

**Copies of canceled checks (*Not applicable to state agencies*)**

**Copies of Travel Reimbursements (*if applicable*)**

**FLAIR Report (*State agencies only*)**

**Copies of Volunteer Logs (*if applicable*)**

**NOTE:** If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services).

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

Questions regarding completion of the Payment Request Form should be directed to the Department's Grant Manager, identified in paragraph 17 of this Agreement.

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**EXHIBIT - I**

**SCHEDULE OF INVOICES FOR REIMBURSEMENT**

DEP AGREEMENT NO.: **CM818**

PROJECT TITLE: **Steinhatchee Boat Ramp Docking Area Improvement Project -Phase II**

PERFORMANCE PERIOD: \_\_\_\_\_ THROUGH \_\_\_\_\_

DELIVERABLE NO.: \_\_\_\_\_

DELIVERABLE AMOUNT REQUESTED: \_\_\_\_\_

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
<b>Salaries</b>								
							<b>Total Salaries</b>	<b>\$</b>
<b>Fringe Benefits</b>								
							<b>Total Fringe Benefits</b>	<b>\$</b>
<b>Travel</b>								
							<b>Total Travel</b>	<b>\$</b>
<b>Equipment</b>								

							<b>Total Equipment</b>	<b>\$</b>
<b>Supplies</b>								
							<b>Total Supplies</b>	<b>\$</b>
<b>Contractual Services</b>								
							<b>Total Contractual Services</b>	<b>\$</b>
<b>Other Expenses</b>								
							<b>Total Other Expenses</b>	<b>\$</b>
<b>Indirect Charges</b>								
							<b>Total Indirect Charges</b>	<b>\$</b>

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT B, EXHIBIT - I  
SCHEDULE OF INVOICES FOR REIMBURSEMENT**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with **CM818**.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.

**DELIVERABLE NO.:** Enter the number of the deliverable for which you are requesting payment.

**DELIVERABLE AMOUNT REQUESTED:** This is the total amount of expenses from all approved budget categories for the deliverable.

**Salaries:** Provide an itemized listing of expenditures for Salaries, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Fringe Benefits:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Travel:** Provide an itemized listing of expenditures for Travel, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Equipment:** Provide an itemized listing of expenditures for Equipment, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Supplies:** Provide an itemized listing of expenditures for Supplies, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Contractual Services:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Other Expenses:** Provide an itemized listing of expenditures for Other Expenses, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Indirect Charges:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Provide percentage or rate used for calculation.

**A SCHEDULE OF INVOICES FORM IS REQUIRED FOR EACH DELIVERABLE.**

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

# EXHIBIT – II

## SCHEDULE OF MATCH

DEP AGREEMENT NO.: **CM818**

PROJECT TITLE: **Steinhatchee Boat Ramp Docking Area Improvement Project -Phase II**

PERFORMANCE PERIOD: \_\_\_\_\_ THROUGH \_\_\_\_\_

DELIVERABLE NO.: \_\_\_\_\_

DELIVERABLE MATCH AMOUNT CLAIMED: \_\_\_\_\_

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
<b>Salaries</b>								
							<b>Total Salaries</b>	<b>\$</b>
<b>Fringe Benefits</b>								
							<b>Total Fringe Benefits</b>	<b>\$</b>
<b>Travel</b>								
<b>Equipment</b>								



							<b>Total Equipment</b>	<b>\$</b>
<b>Supplies</b>								
							<b>Total Supplies</b>	<b>\$</b>
<b>Contractual Services</b>								
							<b>Total Contractual Services</b>	<b>\$</b>
<b>Other Expenses</b>								
							<b>Total Other Expenses</b>	<b>\$</b>

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT B, EXHIBIT - II  
SCHEDULE OF MATCH**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with **CM818**.  
**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.  
**DELIVERABLE NO.:** Enter the number of the deliverable for which you are requesting payment.  
**DELIVERABLE MATCH AMOUNT CLAIMED:** This is the total amount of match expenses from all approved budget categories for the deliverable.

**Salaries:** Provide an itemized listing of match for Salaries, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Fringe Benefits:** Provide an itemized listing of match for Fringe Benefits, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Travel:** Provide an itemized listing of match for Travel, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Equipment:** Provide an itemized listing of match for Equipment, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Supplies:** Provide an itemized listing of match for Supplies, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Contractual Services:** Provide an itemized listing of match for Contractual Services, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Other Expenses:** Provide an itemized listing of match for Other Expenses, if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**A SCHEDULE OF MATCH FORM IS REQUIRED FOR EACH DELIVERABLE.**

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

## ATTACHMENT C

### **Contract Payment Requirements** **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

**ATTACHMENT D**  
**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	<b>CM818</b>		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Grant Manager's Email Address:</b>			
<b>Reporting Period:</b>			
<b>Project Title:</b>	<b>Steinhatchee Boat Ramp Docking Area Improvement Project -Phase II</b>		
<b>Provide a summary of project accomplishments for this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation.</b>			
<b>Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.)</b>			
<b>Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.)</b>			
<b>Provide an explanation for any anticipated delays or any problems encountered.</b>			

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT D  
PROGRESS REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with **CM818**.

**GRANTEE NAME:** Enter the name of the grantee's agency.

**GRANTEE ADDRESS:** Enter the address that is on the first page of the grant agreement.

**GRANTEE'S GRANT MANAGER:** Enter the person identified as grant manager in the grant agreement.

**TELEPHONE NO.:** Enter the telephone number where the grant manager can be contacted.

**GRANT MANAGER'S EMAIL ADDRESS:** Enter the grant manager's email address.

**REPORTING PERIOD:** This is the beginning and ending date of the reporting period; it can cover more than one quarter.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**Provide a summary of project accomplishments this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation(s).** This section should show the progress for each task that was scheduled to begin or be completed in the current reporting period. If there was no progress for a task that was to start or be completed, please explain the reason.

**Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.).** This section should show the status for each deliverable that was scheduled to begin or be completed in the current reporting period. The status should be reported by the percentage completed. If there was no progress for a deliverable, briefly state the reason.

**Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.).** Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by task and deliverable number(s) that they are associated with (for example: Deliverable 1.1 for task 1, deliverable 1).

**Provide an explanation for any anticipated delays or any problems encountered.** Provide a brief summary of any anticipated or encountered problems or delays.

Questions regarding completion of Progress Reports should be directed to the Department's Grant Manager, identified in paragraph 17 of this Agreement.

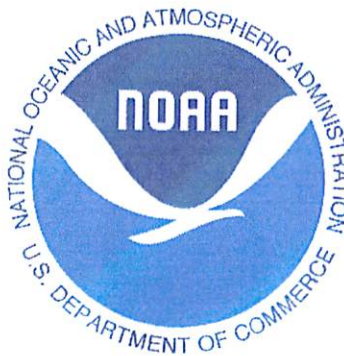
ATTACHMENT E

DEP AGREEMENT NO. CM818

*Steinhatchee Boat Ramp Docking Area Improvement Project -Phase II*

*Taylor County Board of Commissioners*

**Final Project Report**



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA17NOS4190059. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

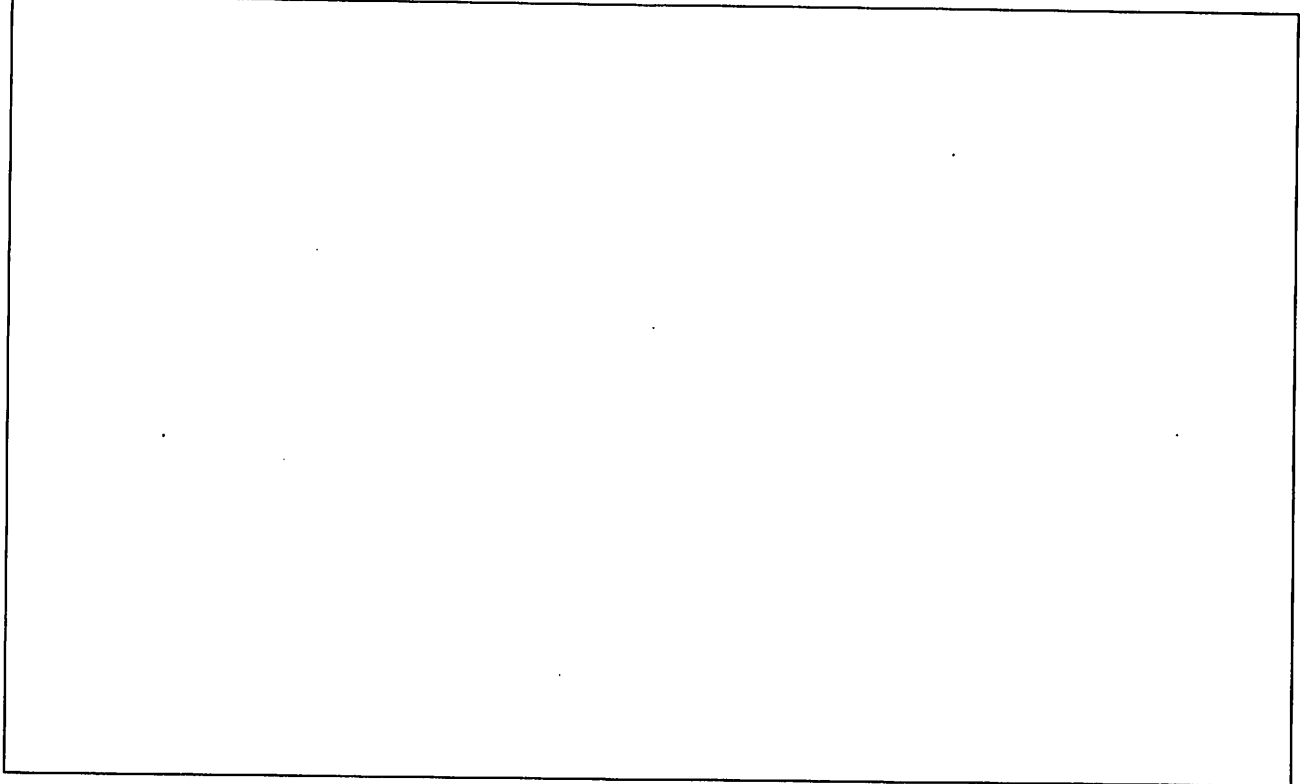
*Month & year*



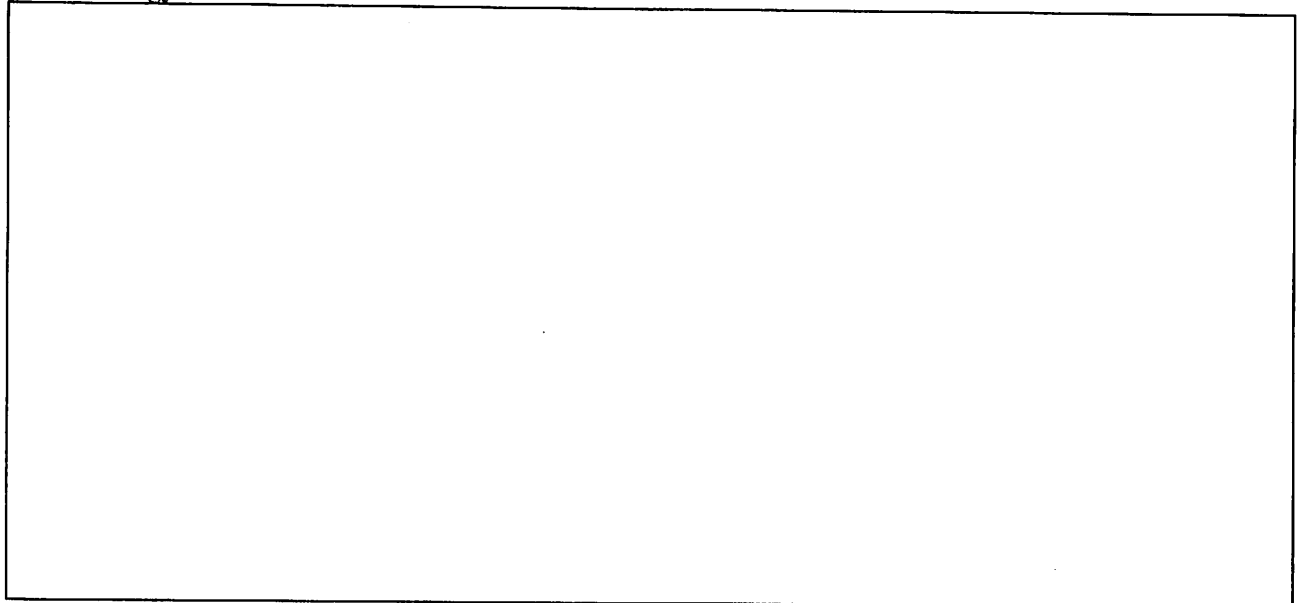
**Final Project Report for CM818**

***Steinhatchee Boat Ramp Docking Area Improvement Project -Phase II***

**Executive Summary**

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**Methodology**

A large, empty rectangular box with a black border, intended for the Methodology content.

**Outcome****Further Recommendations**

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT E  
FINAL PROJECT REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with **CM818**.

**GRANTEE NAME:** Enter the name of the grantee's agency.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**NOAA AWARD NUMBER:** Enter the NOAA award number as shown on the first page of the grant agreement.

**MONTH & YEAR:** Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 17 of this Agreement.

## ATTACHMENT F

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:



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

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

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

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

By Mail:

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

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

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**EXHIBIT – 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Commerce – National Oceanic and Atmospheric Administration	11.419	Coastal Zone Management Administration Awards	\$30,000	140061

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>				<b>\$30,000</b>	
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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](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.





**Florida Department of Environmental Protection**  
**ATTACHMENT J**  
**PHOTOGRAPHER & MODEL RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

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**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

Owner/Submitter's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/Video/Audio/Artwork Recording Filename(s): \_\_\_\_\_

Location of photo/video/audio recording/artwork: \_\_\_\_\_

Name of Person Accepting Work Submission: \_\_\_\_\_



**Florida Department of Environmental Protection**  
**ATTACHMENT J**  
**PHOTOGRAPHER & MODEL RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

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**MODEL RELEASE FORM: PHOTO/VIDEO/AUDIO/ARTWORK**

This model release form will be used for all State of Florida—Department of Environmental Protection, Land and Recreation brochures, websites, displays, articles, magazines, programs, advertisements or events.

**Photo Release for Adults**

I, being 18 years or older, hereby consent that the videotapes, photographs, motion picture film and/or artwork in any form in which I appear, and/or audio recordings made of my voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television, without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings, and the plates and/or tapes or other medium from which they are made shall be the property of the Florida Department of Environmental Protection, its assigns or successors. They shall have the right to sell, duplicate, reproduce, and make other lawful uses of such photographs, films, recordings, plates, tapes and art work as they may desire, free and clear of any claim whatever on my part, in perpetuity.

**IN WITNESS WHEREOF** I have hereunto set my hand, in the State of Florida, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Location: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**Florida Department of Environmental Protection**  
**ATTACHMENT J**  
**PHOTOGRAPHER & MODEL RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

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**Photo Release for Minors**

I being Parent/Guardian of \_\_\_\_\_, hereby consent that the videotapes, photographs, motion picture film or artwork in any form for which he/she posed, and/or audio recordings made of his/her voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings and the plates and/or tapes or other medium from which they are made shall be the property of the Florida Department of Environmental Protection, its assigns or successors, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, plates, tapes and art work as they may desire free and clear of any claim whatsoever on my part or my child's part, or by anyone who may claim by or through my child, in perpetuity.

**IN WITNESS WHEREOF** I have hereunto set my hand, in the State of Florida, this \_\_\_\_\_  
day of \_\_\_\_\_, 2\_\_\_\_\_

Signature of parent \_\_\_\_\_

Name of child \_\_\_\_\_

Name of parent \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



## **ATTACHMENT K**

### **Contract Provisions**

The Department, as a recipient or pass-through entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR 200), and all associated terms and conditions. All contracts/agreements awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Presidential Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as amended by E. O. 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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"). The Act provides that each contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a Federal award are determined by the Bayh-Dole Act, Public Law No. 96-517, as amended, and as codified in 35 U.S.C. §200 *et seq.*, except as otherwise required by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401 and in particular, in the standard patent rights clause in 37 C.F.R. §401.14, which is hereby incorporated by reference into this award.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)(Clean Water Act), and E.O. 11738 ("Providing for administration for the Clean Air Act**

and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans” – Non-federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) and E.O. 11738 (38 FR 25161), and shall not use a facility on the Environmental Protection Agency’s (EPA) List of Violating Facilities (this list is incorporated into the Excluded Parties List System located at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/)) in performing any award that is nonexempt under 2 CFR Part 1532, and shall notify NOAA, in writing, if it intends to use such a facility or if it knows that a facility has been recommended to be placed on the List.

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - 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.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health are prohibited under the Safe Drinking Water Act, as amended.
10. **Air and Water Pollution Control Requirements** – All requirements established by the Federal Water Pollution Control Act, as amended (Clean Water Act or CWA), or the Clean Air Act, as amended (CAA), or established by the Federal Government or by any state or local governments pursuant to such Acts must be incorporated by reference or otherwise. Recipients are required to comply with all applicable standards, orders or regulations pursuant to these Acts. Violations shall be reported to the Federal awarding agency and the EPA.
11. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) prohibiting 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, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et. seq.)

prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (I) compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR §60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply

12. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. **Compliance with Presidential Executive Order 11988 (“Floodplain Management”) and Presidential Executive Order 11990 (“Protection of Wetlands”)** – Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands that enable DOC to make a determination whether there is an alternative to minimize any potential harm.
16. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Presidential Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; and, (c) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.).
17. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
18. **Compliance with the Endangered Species Act (16 U.S.C. §1531 et seq.)** - Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.
19. **Compliance with the Coastal Zone Management Act (16 U.S.C. §1451 et seq.)** - Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.
20. **Compliance with the Coastal Barriers Resources Act (16 U.S.C. §3501 et seq.)** - Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.
21. **Compliance with the Resource Conservation and Recovery Act (42 U.S.C. §300f et seq.)** - This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.
22. **Compliance with The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. §9601 note et seq.)** - These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.
23. **Presidential Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)** - Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.



24. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
25. **Research Involving Human Subjects** – All proposed research involving human subject must be conducted in accordance with 15 CFR Part 27, “Protection of Human Subjects.” No research involving human subjects is permitted under this award unless expressly authorized by special award condition or otherwise in writing by the awarding Federal agency.
26. **Care and Use of Live Vertebrate Animals** - Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 CFR Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the awarding Federal agency.
27. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
28. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
29. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at [www.fgdc.gov](http://www.fgdc.gov).
30. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
31. **Compliance with the Buy American Act (41 U.S.C. 10a-10c) as implemented by Part 25, Federal Acquisition Regulation (FAR)** By accepting funds under this Agreement, the Grantee agrees to comply with the “Buy American Act.” The Grantee should review the provisions of the Act and the FAR guidelines to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
32. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)). The TVPA of 2000 authorizes the termination of financial assistance without penalty, if any non-Federal entity engages in certain activities related to trafficking in persons. The award term required by 2 CFR §175.15(b) is hereby incorporated.
33. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.
34. **41 U.S.C. §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

35. **Criminal and Prohibited Activities**

a. Recipients must comply with the Program Fraud Civil Remedies Act (31 U.S.C., §§ 3801-3812), which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).

b. Recipients must comply with the False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), which provides that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. Recipients must comply with the Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), which provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

36. **Foreign Travel** – Recipients shall comply with the provisions of the Fly America Act (49 U.S.C., § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§ 301-10.131 through 301-10.143.

37. Pursuant to E.O. 13043 (62 FR 19217, 1997), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

38. **Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects** – Recipients must comply with EO 13202, unless project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded under this Agreement.

39. **Minority Serving Institutions (MSIs) Initiative** – Pursuant to Presidential Executive Orders 13256, 13230 and 13270, the Recipient is strongly encouraged to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

40. **Research Misconduct** – Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in disallowance of costs for which the institution may be liable for repayment to the awarding agency.

41. **Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)** – The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
2. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance.



- NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
  4. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
  5. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
  6. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.
42. **Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations** – The Recipient shall comply with the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic In Arms Regulations (ITAR) (22 CFR Parts 120-130) implemented by the Department of State, respectively. This includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software or technical data as defined in the EAR and ITAR. The Recipient shall include this clause in all lower tier transactions under this Agreement that may involve access to export-controlled information technology.
43. **Self-Contained Underwater Breathing Apparatus (SCUBA)** – For any funds used for SCUBA diving, it is the responsibility of the Grantee to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Grantee to ensure that any SCUBA diving activities using the funds under this Agreement meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.
44. **Homeland Security Presidential Directive 12 “Policy for Common Identification Standard for Federal Employees and Contractors”, FIPS, PUB 201 and OMB Memorandum M-05-24** – If the performance of the grant award requires non-federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (“routine access” being more than 180 days), such personnel must undergo the personal identity verification credential process. The non-federal entity shall ensure that its subrecipients and contractors (all tiers) performing work under this award comply with the requirements contained in this term. The following term shall be included in all subawards and contracts where routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system is required:
- “The subrecipient or contractor shall comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*
- “The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract*



*performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.*

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## ATTACHMENT L

### REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations (CFR), 2 CFR 200, and 2 CFR 1300 through 1399. Other DOC regulations also impact grant programs. The following list contains regulations, and Office of Management and Budget Circulars that may apply to the work performed under this Agreement.	
<b>Subchapter A – General</b>	
15 CFR 8	Nondiscrimination in federally assisted programs of the DOC
15 CFR 11	Uniform relocation assistance and real property acquisition for Federal and federally assisted programs
15 CFR 13	Intergovernmental review of DOC programs and activities
<b>Subchapter B - Grants and Other Federal Assistance</b>	
2 CFR 200 and 1327	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2CFR 1329	Drug-Free Workplace Act
15 CFR 28	New restrictions on lobbying
<b>Other Federal Regulations</b>	
2 CFR 1326	Nonprocurement Suspension and Debarment
48 CFR 31	Contract Cost Principles and Procedures
<b>Office of Management and Budget Circulars</b>	
<b>For Federal Funding Sources awarded prior to December 26, 2014:</b>	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit of States, Local Governments and Non-Profit Organizations
<b>For Federal Funding Sources awarded after December 26, 2014</b>	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR Part 200, Subpart F	Audit Requirements
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
<b>Accounting Standards</b>	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

14

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:

SAY YES TO 2<sup>ND</sup> CHANCES DRAFT RESOLUTION



MEETING DATE REQUESTED:

SEPTEMBER 19, 2017

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION EXPRESSING SUPPORT FOR THE "SAY YES TO 2<sup>ND</sup> CHANCES" PROJECT.

**Recommended Action:**

**Fiscal Impact:** N/A

**Budgeted Expense:**

**Submitted By:** COMMISSIONER FEAGLE

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** DRAFT RESOLUTION  
EMAIL FROM FLORIDA LEAGUE OF WOMEN VOTERS

The Florida League of Women Voters, the ACLU, and many other groups are working together on a non-partisan project to restore the vote to nearly 1.7 million disenfranchised Floridians with a prior felony conviction. It's called "Say Yes to 2nd Chances" and it's one of the most important voting rights issues of our time. *Florida is one of only 3 states that takes away voting rights for life.* According to a recent report by **The Florida Parole Commission**, the overall three-year recidivism rate based on all released inmates was 33.1 while the recidivism rate for released prisoners who were given their civil rights back and were allowed to vote stood at 11 percent. Allowing formerly incarcerated persons to more fully participate in society will result in a reduction of crime and recidivism.

I'm asking if you would be willing to issue a proclamation in support of this project as the Broward County Commission has done. Here is their resolution: [http://cragenda.broward.org/docs/2017/CCCM/20170815\\_543/25127\\_Exhibit%201%20-%20Rights%20Restoration%20Resolution.pdf](http://cragenda.broward.org/docs/2017/CCCM/20170815_543/25127_Exhibit%201%20-%20Rights%20Restoration%20Resolution.pdf)

Here's a short, funny video from Samantha Bee that explains everything: <https://www.youtube.com/watch?v=GeZIBgX7vkg&t=238s> Here is the link to the website that describes this statewide project: <https://www.floridiansforafairdemocracy.com/about2>

We need approximately 766,000 signatures from registered FL voters to get this amendment on the ballot for the mid-term elections. This is the link to the petition: <https://www.floridiansforafairdemocracy.com/sign-the-petition>

Your support for this issue will help convince many of the reality that giving back voting rights to disenfranchised Floridians will make our communities stronger and healthier; it's the right thing to do.

Thank-you,

Barbara Markley, Esquire  
Florida League of Women Voters  
(954) 609-7928

**TAYLOR COUNTY RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE "SAY YES TO 2<sup>ND</sup> CHANCES" PROJECT AND THE PROPOSED VOTING RESTORATION AMENDMENT TO THE FLORIDA CONSTITUTION, WHICH WOULD, WITH LIMITED EXCEPTIONS, RESTORE THE VOTING RIGHTS OF CITIZENS CONVICTED OF A FELONY UPON COMPLETION OF SENTENCE, PAROLE, AND PROBATION; EXPRESSING OPPOSITION TO ANY EFFORTS TO RESTRICT RESTORATION OF VOTING RIGHTS FOR SUCH CITIZENS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, voting rights is an issue of concern to every United States citizen residing in Taylor County and the State of Florida; and

**WHEREAS**, currently in the State of Florida, citizens with felony convictions are unable to exercise the right to vote even after completing all terms of their sentences, including parole and probation; and

**WHEREAS**, according to the Brennan Center for Justice, a nonpartisan law and policy institute, the State of Florida is one of only four states whose constitution permanently disenfranchises citizens with past felony convictions and grants the Governor, with the agreement of two (2) Cabinet members who are also statewide elected officials, the authority to restore voting rights; and

**WHEREAS**, the Sentencing Project, a research and advocacy center promoting reforms in sentencing policy, estimated that felony disenfranchisement in the State of Florida alone accounts for more than one-quarter (27%) of the disenfranchised population nationally; and

**WHEREAS**, according to the Sentencing Project, more than one in five African Americans in the State of Florida are barred from voting due to felony convictions; and

**WHEREAS**, the Board supports any efforts to protect the voting rights of individuals in the State of Florida and the right to freely participate in elections; and

**WHEREAS**, the proposed Voting Restoration Amendment to the Florida Constitution would restore the voting rights of Floridians with felony convictions after they complete all terms of their sentences, including parole and probation, except for those convicted of murder or sexual offenses; and

**WHEREAS**, the County opposes any efforts to curtail voting rights in general and specifically for Floridians convicted of a felony, except under the limited circumstances described above,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY,**

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE "SAY YES TO 2<sup>ND</sup> CHANCES" PROJECT AND THE PROPOSED VOTING RESTORATION AMENDMENT TO THE FLORIDA CONSTITUTION, WHICH WOULD, WITH LIMITED EXCEPTIONS, RESTORE THE VOTING RIGHTS OF CITIZENS CONVICTED OF A FELONY UPON COMPLETION OF SENTENCE, PAROLE, AND PROBATION; EXPRESSING OPPOSITION TO ANY EFFORTS TO RESTRICT RESTORATION OF VOTING RIGHTS FOR SUCH CITIZENS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, voting rights is an issue of concern to every United States citizen residing in Taylor County and the State of Florida; and

WHEREAS, currently in the State of Florida, citizens with felony convictions are unable to exercise the right to vote even after completing all terms of their sentences, including parole and probation; and

WHEREAS, according to the Brennan Center for Justice, a nonpartisan law and policy institute, the State of Florida is one of only four states whose constitution permanently disenfranchises citizens with past felony convictions and grants the Governor, with the agreement of two (2) Cabinet members who are also statewide elected officials, the authority to restore voting rights; and

WHEREAS, the Sentencing Project, a research and advocacy center promoting reforms in sentencing policy, estimated that felony disenfranchisement in the State of Florida alone accounts for more than one-quarter (27%) of the disenfranchised population nationally; and

WHEREAS, according to the Sentencing Project, more than one in five African Americans in the State of Florida are barred from voting due to felony convictions; and

WHEREAS, the Board supports any efforts to protect the voting rights of individuals in the State of Florida and the right to freely participate in elections; and

WHEREAS, the proposed Voting Restoration Amendment to the Florida Constitution would restore the voting rights of Floridians with felony convictions after they complete all terms of their sentences, including parole and probation, except for those convicted of murder or sexual offenses; and

WHEREAS, the County opposes any efforts to curtail voting rights in general and specifically for Floridians convicted of a felony, except under the limited circumstances described above,

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

Section 1. The Board hereby expresses its support for the "Say Yes to 2<sup>nd</sup> Chances" project and the related proposed Voting Restoration Amendment to the Florida Constitution, aimed at restoring the voting rights of Floridians with felony convictions, automatically after completion of the terms of their sentences, including parole and probation, except with regard to those convicted of murder or sexual offenses.

Section 2. The Board opposes any efforts, legislative or otherwise, to restrict the voting rights of individuals, including individuals convicted of a felony except under those limited circumstances.

Section 3. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies) ,or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 4. EFFECTIVE DATE: This Resolution shall become effective upon adoption.

PASSED AND ADOPTED in regular session this \_\_\_\_ of \_\_\_\_\_. 2017

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY:\_\_\_\_\_

PAM FEAGLE, Chairperson

ATTEST:\_\_\_\_\_

ANNIE MAE MURPHY, Clerk

**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 19, 2017**

**Statement of Issue:** THIS IS A ONE YEAR CONTRACT RENEWAL. THE CURRENT YEAR'S PREMIUM IS \$15.68 PER MONTH PER INMATE (OPTION 4) WHICH IS \$18, 251.52 ANNUALLY. THIS RENEWAL CONTRACT REFLECTS THE SAME PREMIUM.

**Recommended Action:**

**Fiscal Impact:** \$18, 251.52

**Budgeted Expense:** YES

**Submitted By:** TED LAKEY, COUNTY ADMINISTRATOR, 838-3500

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE POLICY HAS A \$40,000 DEDUCTIBLE AND HOSPITAL DAILY MAXIMUMS OF \$20,000 FOR DAYS 1-3 AND \$12,000 DAY 4 AND EACH DAY THEREAFTER. STAFF REQUESTS THAT ONE ANNUAL PAYMENT BE MADE INSTEAD OF MONTHLY PAYMENTS BASED UPON POPULATION.

**Options:** OPTIONS 1-4

**Attachments:** POLICY PERIOD OFFER  
CURRENT COVERAGE PLAN DOCUMENT

*TV*

# UNIMERICA INSURANCE COMPANY

## SUBSEQUENT POLICY PERIOD OFFER



**Employer:** TAYLOR COUNTY JAIL & TAYLOR CC  
**Effective Date:** OCTOBER 01, 2017  
**Producer:** TAMARA VOLKERT  
**Underwriter:** CHRIS ALBRECHT  
**Sales Reps:** KURT HAAG  
**Date:** 08/29/2017

SPECIFIC COVERAGE		Option 1	Option 2	Option 3	Option 4
Specific Deductible Amount		\$25,000	\$30,000	\$35,000	\$40,000
Specific Maximum		\$250,000	\$250,000	\$250,000	\$250,000
EMPLOYEE	97	\$22.62	\$19.86	\$17.30	\$15.68
FAMILY	0	\$0.00	\$0.00	\$0.00	\$0.00
Total Premium	97	\$26,329.68	\$23,117.04	\$20,137.20	\$18,251.52
Commission		17%	17%	17%	17%
Benefits Covered		MED	MED	MED	MED
Specific Contract Basis		12/18	12/18	12/18	12/18

### CONDITIONS AND ASSUMPTIONS

- ~ MINIMUM ANNUAL PREMIUM: 90% OF ANNUAL PREMIUM SHOWN ABOVE
- HOSPITAL AVERAGE DAILY MAXIMUM: \$20,000 (DAYS 1-3) & \$12,000 (DAY 4 & EACH DAY THEREAFTER)
- INCLUDES COVERAGE FOR AIDS/HIV & PREGNANCY
- ~ ~ For the \$25k/\$15k Hospital ADMs multiply the rates shown above by 1.085
- ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
- ~ Current plan has been quoted.
- ~ The Plan will have Network: Current (40% Discount) Case Manager: N/A TPA: N/A
- ~ Retirees N/A covered for medical benefits.
- ~ The Subsequent Policy Period Offer 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 employer 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 the offer and coverage.
- ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.

**Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 9/22/2017.**

Circle Coverages & Options Elected	Signature:
Dated:	Title:

# CATASTROPHIC INMATE MEDICAL INSURANCE RENEWAL EXPOSURE QUESTIONNAIRE

Completed applications should be sent directly to Dan.Lancaster@HuntIns.com or faxed to (850) 385-2124.

Name of Insured: Taylor County Jail

Contact Person: Chrisann Cook

Email Address: chrisann.cook@taylorsheriff.org

Average Monthly Inmate Population for the past 12 months: (Include those housed at other facilities for whom you are responsible; Exclude inmates you are housing for others, whom you are not responsible)

Maximum County Jail Capacity: 184 Average Length of Detention: 4 1/2 months

Estimated percentage of Inmates kept under 30 days: 15, 30 days to 6 months: 65,

6 months to 1 year: 15, over 1 year: 5

Do you contract with a Correctional Healthcare Provider? Yes ☐ No ☒

If yes, who? \_\_\_\_\_

Do you or the Correctional Healthcare Provider have a discount agreement in place with the local

Hospitals and Doctors? Yes ☒ No ☐ What %: 40

Do you or the Correctional Healthcare Provider have case management staff to assure proper monitoring of a Hospital stay?

Yes ☒ No ☐

Do you have an on premises infirmary? Yes ☒ No ☐

Total inmate claims which exceed \$10,000 per inmate that have occurred in the current year for Off-site: Inpatient Hospital, Outpatient Surgical Procedures and Physicians Services Claims

20	Inmate Name	Diagnosis	Paid Claims	Pending Payment
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1.				
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2.				
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3.				
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If more lines are needed please add an additional document

Are any of these inmates currently in your care, custody or control? Yes ☐ No ☐

If yes, current prognosis: \_\_\_\_\_

Are there any inmates currently off-site (inpatient) at this time? Yes ☐ No ☒

Name: \_\_\_\_\_ Diagnosis: \_\_\_\_\_ Prognosis: \_\_\_\_\_

Name: \_\_\_\_\_ Diagnosis: \_\_\_\_\_ Prognosis: \_\_\_\_\_

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Date: 7/13/17 Insured Signature: Ted Title: COUNTY ADMINISTRATOR

It is presumed that a large percentage of inmates are most likely indigent and eligible for Medicaid. In your negotiations with the healthcare providers, you should attempt to negotiate a reimbursement agreement under Medicaid or Medicare valuations. In the majority of cases the County Jails medical services volume of Inpatient and Outpatient Surgical Services is an insignificant financial impact to the providers' bottom line, but it definitely has an impact to the County's bottom line, even with a discount off the billed amounts. A Medicaid or Medicare reimbursement would be reasonable and fair for this type of population.

★ Hunt Insurance Group, LLC - Administrator

3606 Maclay Blvd S., Ste. 204 • Tallahassee, FL 32312 • Toll Free: (800) 763-4868 • Phone: (850) 385-3636 • Fax: (850) 385-2124 • [www.inmatemedicalinsurance.com](http://www.inmatemedicalinsurance.com)

**Our Staff... Our Service... Our Experience... Are Our Strengths!**

This document and all its contents are CONFIDENTIAL and PROPRIETARY and cannot be replaced or disclosed to any third party without the prior, written consent of Hunt Insurance Group, LLC.



September 21, 2016

Ms. Carey Boucher  
Hunt Insurance Group, LLC.  
3606 Maclay Boulevard South, Suite 204  
Tallahassee, FL 32312

Re:	Specific Stop Loss Coverage
Insured:	Taylor County Jail & Taylor County BOCC
Address:	108 N. Jefferson Perry, FL 32347
Effective/Expiration:	10/01/2016 – 09/30/2017
Liability per Inmate:	\$250,000
Specific Deductible:	\$40,000
Annual Premium:	\$18,251.52 *Pays monthly at a Per Inmate Rate of- \$15.68
Buy-Backs Included:	AIDS/HIV/Pregnancy.
Average Daily Maximum (ADM):	\$20,000 days 1-3 and \$12,000 each day thereafter

We have approved the Specific Excess Loss coverage for the county listed above. The new policy declarations for **Taylor County Jail & Taylor County BOCC** will be issued upon receipt of the signed Plan Document, Subsequent Policy Period Offer and applicable premium.

Please let me know if you have any questions regarding this matter, and thank you for choosing Optum.

Sincerely,

Naomi Zellers, Senior Underwriter  
3803 North Elm Street  
Greensboro, NC 27455  
email: [naomi.zellers@optum.com](mailto:naomi.zellers@optum.com)  
Phone: 336-540-7662



# **Inmate Medical Benefit Plan Document**

**PLAN SPONSOR:** Taylor County Jail & Taylor County BOCC

**EFFECTIVE DATE:** October 1, 2016

## **DEFINITIONS:**

- A. AVERAGE DAILY MAXIMUM (ADM) means the maximum allowable amount on a per day basis shown in the Schedule of Insurance.
- B. EDUCATIONAL OR REHABILITATIVE CARE means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following any illness or injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.
- C. EXPERIMENTAL PROCEDURE means any medical procedure, equipment, treatment or course of treatment, or drugs or medicines that are: (a) limited to research; (b) not proven in an objective manner to have therapeutic value or benefit; (c) restricted to use by medical facilities capable of carrying out scientific studies; (d) of questionable medical effectiveness; or (e) would be considered inappropriate medical treatment. To determine, in its sole discretion, whether a procedure is experimental, the Plan will consider, among other things, commissioned studies, opinions and references to or by the American Medical Association, the Food and Drug Administration, the Department of Health and Human Services, the National Institute of Health, the Council of Medical Specialty Societies and any other association or program or agency that has the authority to review or regulate medical testing or treatment.
- D. HOSPITAL means an acute care facility which meets all of the following criteria:
1. such hospital is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility;
  2. operates as a hospital pursuant to applicable law;
  3. operates primarily for the reception, care, and treatment of sick or injured persons who are not sick or injured "Inmates";
  4. provides 24-hour nursing service by "Registered Nurses" on duty or on call;
  5. has a staff of one or more "Physicians" at all times;
  6. provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical and psychiatric ward conditions on premises; and
  7. is not primarily a psychiatric hospital, long-term care facility; extended care facility; nursing rest or custodial care or convalescent home; a place for the aged, drug addicts, alcoholics or runaways; or similar establishments.
- E. ILLNESS means a sickness or disease. "Illness" does not include learning disabilities, attitudinal disorders, or disciplinary problems.

- F. **INJURY** means bodily injury resulting from an accidental, unforeseen event. For purposes of this Plan Document, an attempted suicide shall be deemed to be an accidental, unforeseen event
- G. **INMATE** means a person(s) arrested by a designated licensed authority or in the care, custody and control of the “Plan Sponsor”. Such persons (i) will remain “Inmates” up until the date of discharge from incarceration as designated by the governing body or judicial entity that sentenced such “Inmate” or any date earlier as deemed appropriate by the same governing body; or a judicial entity with lawful jurisdiction; and will cease to be “Inmates” as of the date of discharge from incarceration, even if such date of discharge occurs while such “Inmate” is hospitalized.
- H. **INPATIENT** means an “Inmate” who meets all of the following criteria:
1. such “Inmate” is admitted as an inpatient to the “Hospital”; or is being held for observation and or testing at a hospital facility.
  2. such “Inmate” incurs expenses for room and board that are charged to the “Named Insured” or the lawfully appointed designee of the Plan Sponsor.
- I. **MEDICALLY NECESSARY** means necessary and appropriate for the diagnosis or treatment of an “Illness” or “Injury” based on generally accepted current medical practice. A service, medicine or supply will not be considered “Medically Necessary” if it:
1. is provided only as a convenience to the “Inmate”;
  2. is not appropriate for the “Inmate’s” diagnosis or symptoms; or
  3. exceeds (in scope, duration or intensity) that level of care, which is needed to provide safe, adequate and appropriate diagnosis or treatment.
- J. **MENTAL OR NERVOUS DISORDER** means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:
1. a disease of the brain with predominant behavioral symptoms;
  2. a disease of the mind or personality, evidenced by abnormal behavior; or
  3. a disorder of conduct evidenced by socially deviant behavior.
- K. **ON SITE CLINIC** means a clinic or medical facility providing any kind of healthcare, psychological, nutritional, or psychiatric services located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.
- L. **ORGAN TRANSPLANT PROCEDURES** means any transplant procedure including, but not limited to, kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.

- M. **OUTPATIENT SURGICAL CENTER** means any outpatient same-day surgery center which meets both of the following criteria:
1. has facilities that are operated primarily for the purpose of performing surgical procedures and is licensed by the State in which it resides.
  2. such center is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.
- N. **PHYSICIAN** means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD), (2) doctor of osteopathy (DO), or physician assistant (PA).
- O. **PLAN COVERAGE PERIOD** means a 12-month period commencing on the Effective Date shown above or such shorter period of time if this plan is terminated earlier.
- P. **PLAN ADMINISTRATOR** means the Plan Sponsor who shall undertake the administration of claims or a Third Party Administrator hired by the Plan Sponsor to perform the said duties. The Administrator shall:
1. Supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims,
  2. Maintain accurate records of all claims payments,
  3. Provide case management to appropriately manage the care of all "Hospital Inpatient Services".
- Q. **REASONABLE AND CUSTOMARY** means the usual charge made by a group, entity or person who renders or furnishes similar services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons; (1) who reside in the same geographical area (as determined by the Center for Medicare and Medicaid ("CMS") Guidelines); and (2) whose "Illness" or "Injury" is comparable in nature and severity.

In determining whether a charge is reasonable, one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
  2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
  3. The severity of the nature or "Illness" or "Injury" being treated; the amount charged for the same or comparable services, medicines or supplies in other parts of the country.
  4. the cost to the provider of providing the service, medicine, or supply;
- R. **REGISTERED NURSE** means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.

S. SUBSTANCE ABUSE means alcohol, drug or chemical abuse, overuse or dependency.

T. SURGERY means:

1. an invasive diagnostic procedure performed by a "Physician"; or
2. The treatment of "Illness" by manual or instrumental operations performed by a "Physician" while the patient is under general or local anesthesia.

**PLAN BENEFIT DESCRIPTION:**

The Plan covers the following Allowable Medical Expenses incurred by an "Inmate" for the treatment of an "Injury" or "Illness" during the Plan Coverage Period. Such charges are covered at the Plan Benefit Coinsurance and subject to:

- the Limitations shown in the Schedule of Benefits;
- the Exclusions; and
- All other terms and conditions of the Plan.

**SCHEDULE OF BENEFITS:**

Plan Benefit Coinsurance:	100% of "Allowable Medical Expenses"
Inpatient Hospital Services:	Limited to the lesser of the amount paid or an "Average Daily Maximum" (ADM) per admission of \$20,000 days 1-3 and \$12,000 for each day thereafter.
Outpatient Surgical Services:	Limited to \$40,000 per outpatient surgical visit.

**ALLOWABLE MEDICAL EXPENSES:**

**Inpatient Hospital Services:**

The following services provided and billed by a "Hospital" while the "Inmate" is an "Inpatient". All services and supplies must be administered by or under the direction of a "Physician".

- A. Emergency Room Services and Ambulance Services as long as the "Inmate" is admitted to the "Hospital" on an "Inpatient" basis for further services and or treatment within 24 hours.
- B. The use of any type of room and board; operating, treatment, recovery and daily room and board.
- C. Services and supplies that are routinely provided by the "hospital" to "inpatients."
- D. Supplies including but not limited to:
  - Dressings
  - Sutures
  - Casts
  - Other supplies which are deemed "medically necessary."

- E. Diagnostic Testing including but not limited to:
- Radiological
  - Ultrasonographic
  - Laboratory
  - Radiation Therapy or treatment
- (Psychometric behavioral and educational testing is not included.)
- F. Other Charges:
- Oxygen and other gases and their administration thereof
  - Anesthetics and their administration thereof
- G. Hemodialysis (services and charges by the “hospital”) as long as it is done on an “inpatient” basis.
- H. Processing and administration of blood or administration of blood components

**Outpatient Surgical Services:**

Services provided and billed by a “Hospital” or an “Outpatient Surgical Center” for “Surgery”. The “Inmate” must be discharged within 24 hours of admission. All services and supplies must be administered by or under the direction of a “Physician”.

**EXCLUSIONS:**

- A. Any expenses which are not “Medically Necessary”.
- B. Any expenses in excess of the “Reasonable and Customary” charge.
- C. Any expenses which were incurred prior to the Effective Date of the Plan.
- D. Consulting Fees.
- E. Expenses which are covered, recoverable, or attributable to, any other medical or hospitalization benefit policy or insurance.
- F. Dental, Vision or hearing services unless the services are the direct result of an “Injury”, or “Illness”.
- G. Services that do not qualify as “Hospital Inpatient Services” or “Outpatient Surgical Services”, including, but not limited to:
1. “Physician” office visits
  2. Services rendered at the site of the emergency
  3. Healthcare services or medicine administered or provided at a jail or correctional facility
  4. Prescription drugs provided to an “inmate” not on an “inpatient” or “surgical outpatient” basis.
- H. “On site Clinic” services expenses.
- I. “Experimental Procedures”, drugs, or research studies, or any services or supplies not considered legal in the United States.



- J. "Organ Transplant Procedures" or any organ donations.
  - K. "Mental or Nervous Disorders", rehabilitation treatment.
  - L. "Substance Abuse" expenses, programs for the rehabilitation treatment thereof.
  - M. Dependent care and any related expenses.
  - N. Any expenses related to or from War, whether declared or undeclared, hostilities, invasion or civil war.
  - O. Any expenses resulting from and "injury" or "illness" that is a direct result of a nuclear or radioactive accident.
  - P. Any expenses which are incurred after the "inmate" is released from custody or control from the correctional authorities.
  - Q. "Expenses for, in connection with, or arising out of providing security or guarding of any "inmate" while such "inmate" is an "inpatient" in a "hospital" or such "inmate" is receiving "outpatient surgical services". "Injuries" sustained by the "inmate" as a direct result of the "inmate" needing to be restrained or controlled will be considered covered expenses so long as it can be shown that only reasonable force was exercised by law enforcement personnel.
  - R. Any custodial care, "Educational or Rehabilitative Care" or nursing services expenses while primarily confined to receive such services.
  - S. Any expenses that result from services solely for cosmetic or aesthetic purposes.
  - T. Expenses for vocational or recreational therapy or vocational rehabilitation.
  - U. Expenses for preventative care, including routine physical examinations, prenatal examinations and educational programs.
  - V. The following expenses for conception and childbirth:
    - Any drug, treatment or procedure that either promotes or prevents conception or childbirth
    - Artificial insemination, treatment of infertility, impotency and sterilization
    - Abortion (unless the life of the mother would be endangered if the fetus was carried to term)
    - Care of newborn infants.
- Allowable Medical Expenses related to complications of pregnancy are covered.
- W. The following cosmetic, weight loss or body transforming services
    - Weight modification, surgery for obesity
    - Wiring of teeth, Gastric bypass, lap band or any related surgery
    - Breast augmentation, reduction and sex/gender changes
  - X. Marriage, Family or Child Counseling.

Y. Any payment of, or because of punitive or exemplary charges.

Z. If this plan is new to the "Plan Sponsor", expenses for an "illness" of an "inmate" who is hospitalized on the effective date or within 72 hours after the effective date of this plan. This would not apply to a new inmate arriving during the 72-hour period.

Plan Sponsor      **Taylor County Jail & Taylor County BOCC**

Plan Document Reviewed and Approved by:

_____	_____
Name and Title	Date

Initial number of Inmates on the Effective Date: 97

We are pleased to attach the renewal quotations of the Catastrophic Inmate Medical Insurance for the Taylor County Jail and Taylor County Board of County Commissioners.

As your insurance agent, our highest priority is delivering value to you by addressing your insurance needs and ensuring proper utilization of this plan. We consistently monitor the healthcare market to ensure this program provides you the necessary protection you need at an affordable price. This insurance policy is designed as a safety net for the county, protecting the taxpayers from catastrophic, unforeseen inmate medical bills.

As you review your options we would like you to consider the following information as part of your assessment. From 2006 to 2007, Taylor County started with a \$10,000 deductible, which was subsequently raised in increments to \$40,000. **We believe higher deductibles, coupled with rising costs of health care in facilities and infrequent lengths of stay, decreases opportunity for reimbursement.**

As part of your expanded options we are also introducing higher Average Daily Maximums (maximum dollar amount paid per inmate per day). For an additional 8.5% you can raise your Average Daily Maximum (ADM) to \$25,000 for days 1-3 and \$15,000 for each day thereafter. **We believe the opportunities for reimbursement with lower deductibles and higher Average Daily Maximums are more likely and appropriate.** For specifics on pricing please refer to the Conditions and Assumptions section of the attachment. If you would like to see a revised Renewal Offer with the higher ADM please let me know.

Please review the quotes and contact me with any changes you would like to see. Once a decision has been made please circle the selection on the Renewal Offer, then **sign and return the Renewal Offer to us by 09/12/17**. In addition, you do have the option to change from monthly payments to an annual installment. We have found this reduces the workload on the jail. By selecting the annual installment, the jail would no longer be required to fill out monthly Inmate Reports and send twelve separate checks. If you would like to move to an annual installment please let me know and we can invoice the full amount once the Bind Order is received.

Also, I have noticed we have not received any 48 Hour Notices in some time from the jail.

Your satisfaction is important to us. If you have any questions or concerns please contact me directly at 850-241-7028. Take care and we look forward to hearing from you soon!

Kind Regards,

**Dan Lancaster – Account Manager**  
**Hunt Insurance Group, LLC, Administrators of CIMI**  
3606 Maclay Blvd. South, Suite 204, Tallahassee, FL 32312  
Phone: 850-385-3636; Direct: 850-241-7028  
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