

SUGGESTED AGENDA

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

**MONDAY, DECEMBER 04, 2023
6:00 P.M.**

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

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

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

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

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

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

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

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

AWARDS/RECOGNITIONS:

4. THE BOARD TO PRESENT THE 2023 CITIZEN OF THE YEAR AWARD TO GARY AND NORMA HOLDEN IN APPRECIATION OF THEIR MANY YEARS OF SERVICE TO THE CITIZENS OF TAYLOR COUNTY.

CONSENT ITEMS:

5. THE APPROVAL OF MINUTES OF 11/6/23.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER APPROVAL OF LETTER IN SUPPORT OF THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP), AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION GRANT AGREEMENT FWC NO. 23053 AND SERVE AS FISCAL AGENT FOR THE REIMBURSEMENT GRANT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.
9. THE BOARD TO CONSIDER APPROVAL FOR THE BOARD TO FULLY FUND THE BIG BEND TRANSIT "IN TOWN" SHUTTLE DURING THE HOLIDAYS FROM DECEMBER 8, 2023 THROUGH JANUARY 6, 2024, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

BIDS/PUBLIC HEARINGS:

10. THE BOARD TO RECEIVE BIDS FOR CDBG HOUSING REHABILITATION, AS AGENDAED BY JAMIE EVANS, GRANTS COORDINATOR.
11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 PM., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE CONSTRUCTION OF A SIDEWALK FROM PLANTATION ROAD TO US HWY 19, AS AGENDAED BY MELODY COX, GRANTS WRITER.

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE CONSTRUCTION OF A SIDEWALK ON WEST ASH STREET FROM MILLER ROAD TO US HWY 19, AS AGENDAED BY MELONY COX, GRANTS WRITER.
13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE FDOT SHARED-USE NONMOTORIZED (SUN) TRAIL GRANT PROGRAM FOR TAYLOR COUNTY COASTAL TRAIL (TENNILLE ALONG SR 51 TO DARK ISLAND ON CR 361), AS AGENDAED BY MELODY COX, GRANTS WRITER.

HOSPITAL ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSED IMPROVEMENTS/ENHANCEMENTS TO DOCTORS' MEMORIAL HOSPITAL EMERGENCY ROOM, AS AGENDAED BY LAUREN FAISON-CLARK, CEO DOCTORS' MEMORIAL HOSPITAL.

PUBLIC REQUESTS:

15. KIRK JONES TO DISCUSS HURRICANE DEMOLITION TRASH AND REMOVAL IN CERTAIN AREAS, AND STEINHATCHEE DRAINAGE IMPROVEMENT ISSUES.

COUNTY ADMINISTRATOR ITEMS:

16. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT TO THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT, AS AGENDAED BY THE 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

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider the approval of letter of support to the Suwannee River Water Management District.

MEETING DATE REQUESTED:

December 4, 2023

Statement of Issue:

To support funding request from the Taylor County Development Authority.

Recommended Action:**Fiscal Impact:**

N/A

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Taylor County Development Authority has requested a letter of support for funding from the Suwannee River Water Management District for third party environmental expert oversight of the Georgia Pacific mill closure.

Options:

Approve/ Not Approve

Attachments:

Letter of Support with attachments



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Monday, December 4, 2023

The Honorable Jimmy Norris, Chairman
North Florida Economic Development Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, Florida 32303
Dear Chairman Norris:

On behalf of the Taylor County Board of County Commissioners, this letter is being sent in support of the North Florida Economic Development Partnership's (NFEDP) 2023 Regional Rural Development Grant application to be submitted to the Florida Department of Commerce to benefit the economic development and growth of the North Florida Rural Area of Opportunity (RAO).

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

Sincerely,

Jamie English
Chairperson

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Request to approve and sign the Taylor County Artificial Reef Construction Grant Agreement FWC No. 23053 and serve as Fiscal Agent (Reimbursement Grant).

Meeting Date:

December 4, 2023

Statement of Issue: Approve and sign the Fish and Wildlife Conservation Commission (FWC) grant Agreement No. 23053 for the Taylor County Artificial Reef ENHANCEMENT (CONSTRUCTION), for the amount of \$120,000.00 for fiscal year 2023-2024 and serve as Fiscal Agent (Reimbursement Grant).

Recommendation: Approve and sign the FWC Grant Agreement.

Fiscal Impact: \$ 120,000 **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Several deployments of artificial reef materials have occurred off the Taylor County coastline (Buckeye reef and Steinhatchee reef). Artificial reefs increase fish habitat and populations, as well as the species diversity of important sportfish.
Taylor County has been very supportive of artificial reefs due to the positive economic and environmental returns and construction is key to create more fish habitat to promote the use of our artificial reefs for fishing and diving. We are asking the Board to approve and sign the FWC Grant Agreement to perform a reef construction in Buckeye and serve as Fiscal Agent (Reimbursement Grant). Grant application for these funds were approved by the BOCC during the March 21, 2023, BOCC meeting. The grant agreement was reviewed by the County Attorney with no objections.

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

- Attachments:**
1. Agreement + Attachments



Florida Fish
and Wildlife
Conservation
Commission

Commissioners
Rodney Barreto
Chairman
Coral Gables

Steven Hudson
Vice Chairman
Fort Lauderdale

Preston Farrior
Tampa

Gary Lester
Oxford

Albert Maury
Coral Gables

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the
Executive Director
Roger A. Young
Executive Director

Jessica Crawford
Chief of Staff

Division of Marine Fisheries
Management
Jessica McCawley
Director

850-487-0554

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

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

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

MyFWC.com

November 9, 2023

Victor Blanco
Taylor County
201 East Green Street
Perry, FL 32347

RE: Grant Agreement FWC-23053
Taylor County and Dixie County Artificial Reef Construction 2023-24

Dear Mr. Blanco,

Please find enclosed an original copy of the above referenced Grant Agreement and a Federal Funding Accountability and Transparency Act (FFATA) form for your review. Please complete the FFATA form in its entirety and sign the **signature page (Page 29 of 29)** of the agreement. Once complete, please return all documents to me electronically or by courier service at the following address:

Carolyn Kalinowski
FWC Division of Marine Fisheries Management
1875 Orange Ave. East
Tallahassee, Florida 32311

We respectfully request these are signed and returned to me no later than January 15, 2024.

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

All work must be completed no later than **September 1, 2024**. The funds are from the 2023- 24 fiscal year appropriation to the Commission's artificial reef program. Note that the terms of the Grant Agreement incorporate the terms of your project as specified in your grant application, and the requirements of Chapter 68R-9, F.A.C. If you have any questions regarding the Grant Agreement, please contact me at (850) 617-9619 or by email at Carolyn.kalinowski@myfwc.com.

Sincerely,

Carolyn Kalinowski, Fisheries Biologist IV
Artificial Reef Program
Division of Marine Fisheries Management

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement #23053

| Federal Grant Information | |
|--|----------------------------------|
| CFDA Title(s): Federal Aid in Sportfish Restoration | CFDA No(s): 15.605 |
| Name of Federal Agency(s): U.S. Fish and Wildlife | |
| Federal Award No(s): FL-F-20AF11284-A2 | Federal Award Year(s): 2023-2024 |
| Federal Award Name(s): Marine Artificial Reef Planning, Development, Administration, and Assessment in Florida | |
| State Grant Information | |
| CSFA Title(s): Florida Artificial Reef Program | CSFA No(s): 77-007 |
| State Award No(s): FWC-23053 | State Award Year(s): 2023-2024 |
| State Award Name(s): Taylor County and Dixie County Artificial Reef Construction 2023-2024 | |

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

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to construct three patch reefs consisting of at least 18 prefabricated concrete modules within the Buckeye Reef permitted area;

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

TERMS OF THE AGREEMENT

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

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The

Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

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

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 09/30/2024.

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

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.**A. Compensation.**

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$120,000.00.

B. Payments.

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

C. Invoices.

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

D. Match

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

E. State Obligation to Pay.

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

F. Non-Competitive Procurement and Rate of Payment.

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

the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

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

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

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, 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 along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

H. Time Limits for Payment of Invoices.

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

I. Electronic Funds Transfer.

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

J. Vendor Ombudsman.

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

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

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

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

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

A. Commission Exempt from Taxes.

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

B. Property Exempt from Lien.

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

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

Section 7. MONITORING.

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

Section 8. TERMINATION.

A. Commission Unilateral Termination.

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

B. Termination – Fraud or Willful Misconduct.

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

C. Termination – Funds Unavailability.

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

D. Termination – Other.

The Commission may terminate this Contract if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement is

being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

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

Section 9. REMEDIES.

A. Financial Consequences.

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

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

Section 10. NOTICES AND CORRESPONDENCE.

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

COMMISSION GRANT MANAGER CONTACT INFORMATION:

Carolyn Kalinowski
Biological Scientist IV
Florida Fish and Wildlife
1875 Orange Ave East
Tallahassee, FL 32311
850-617-9619
Carolyn.kalinowski@myfwc.com

RECIPIENT GRANT MANAGER CONTACT INFORMATION:

Victor Blanco
Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension – Taylor County
203 Forest Park Dr.
Perry, FL 32348
850-838-3508
victorblancomar@ufl.edu

Section 11. AMENDMENT.

A. Waiver or Modification.

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

B. Change Orders.

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

C. Renegotiation upon Change in Law or Regulations.

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

Section 12. PROPERTY RIGHTS.

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

A. Intellectual and Other Intangible Property.

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right

created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

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

B. Purchase or Improvement of Real Property.

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

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

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

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

Section 13. RELATIONSHIP OF THE PARTIES.

A. Conflict of Interest.

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

B. Recipient Training Qualifications.

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

C. Commission Security.

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

D. Commission Rights to Assign or Transfer.

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

E. Commission Rights to Undertake or Award Supplemental Contracts.

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

Section 14. SUBCONTRACTS.

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

A. Authority.

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

B. Recipient Payments to Subcontractor or Subrecipient.

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

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor and Subrecipient Conflict of Interest.

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient, as applicable subrecipient or subcontractor, and the Commission.

Section 15. MANDATORY DISCLOSURE.

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

A. Disclosure of Interested State Employees.

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

B. Convicted Vendors.

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

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management

Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

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

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

E. Certain Violations of Federal Criminal Law.

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

Section 16. INSURANCE.

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

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

A. Reasonably Associated Insurance.

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

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum

employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

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

D. Insurance Required for Performance.

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

E. Written Verification of Insurance.

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

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

Section 17. SPONSORSHIP.

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

Section 18. PUBLIC RECORDS.

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
 - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such

information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

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

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

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

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

The Recipient shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions..

C. Recipient Records Retention.

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

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

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

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful

spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

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

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

Section 23. FEDERAL COMPLIANCE.

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

A. Clean Air Act and Water Pollution Control Act.

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

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

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

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

This Act governs marine fisheries in Federal waters.

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

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

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

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

Section 24. FEDERAL FUNDS.

This Agreement relies on federal funds, therefore, the following terms and conditions apply:

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

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

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

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

D. Copeland "Anti-Kickback Act".

- i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
- ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

G. Energy Efficiency.

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

H. Debarment and Suspension Recipient Federal Certification

- i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

Recipients awarded \$100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. 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 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

J. Procurement of Recovered Materials

- i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.

- iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.
- ii. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Office of Management and Budget Circulars.

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

M. Drug Free Workplace.

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

N. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. AGREEMENT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises,

Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

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

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

B. Respect of Florida.

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

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

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

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The Parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
 - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

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

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

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

Section 31. NO THIRD-PARTY RIGHTS.

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

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

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

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**A. Requirement to Use E-Verify.**

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

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

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

Section 35. TIME IS OF THE ESSENCE.

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

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form, Attachment C), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating sUAS.

Section 39. ENTIRE AGREEMENT.

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

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

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

| RECIPIENT EXECUTION SIGNATURE | COMMISSION EXECUTION SIGNATURE |
|--|--|
| Taylor County Board of County Commissioners | Florida Fish and Wildlife Conservation Commission |
| Recipient Signature | Executive Director (or Designee) Signature |
| Print Name | Print Name |
| Title | Title |
| Date | Date |

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Federal Aid Compliance Requirements
- Attachment D, Cost Reimbursement Requirements
- Attachment E, Certification Regarding Disbarment/Suspension for Subcontractors
- Attachment F, Federal Funding Accountability and Transparency Act (FFATA) Reporting Form
- Attachment G, Certificate of Completion
- Attachment H, Subcontractor Minority Status Reporting Form

Attachment A – SCOPE OF WORK

| | | | |
|----------------------|--|--------------------------|-------|
| Project Name: | Taylor County and Dixie County Artificial Reef Construction 2023-24 | FWC Agreement No. | 23053 |
|----------------------|--|--------------------------|-------|

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

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef complex by deploying at least 18 pre-fabricated concrete modules: 18 at least three feet tall creating three patch reef(s) within the Buckeye Reef permitted area. Each module will be placed at designated locations within the boundaries of the permitted area at a depth of 50 feet.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 18 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the **COMMISSION**. All of the modules must be at least three feet tall with a base diameter of at least three feet and weigh at least one ton.
2. Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.
3. Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include:
 - a. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.
 - b. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.
 - c. Modules with a round opening with a diameter of at least 40-in (oval openings are not allowed unless a 40-in diameter circle space can fit within the oval).
 - d. Modules that are approved by the **COMMISSION** as being turtle friendly.
4. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.
5. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.
6. The **RECIPIENT** shall evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

Attachment A – SCOPE OF WORK

| | | | |
|----------------------|--|--------------------------|--------------|
| Project Name: | Taylor County and Dixie County Artificial Reef Construction 2023-24 | FWC Agreement No. | 23053 |
|----------------------|--|--------------------------|--------------|

7. For each barge load of artificial reef materials, the **RECIPIENT** shall inventory all of the artificial reef materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual pieces or reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.
8. The **RECIPIENT** must develop for the purpose of tracking each module placement a system of unique module identifiers. For example, one such system could consist of unique alpha numeric lettering spray painted or otherwise obviously displayed on each unit. The purpose of this system is to allow for visual identification of these units underwater during initial post deployment module condition and orientation visual assessments.
9. Units must be capable of being deployed in an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the **RECIPIENT** prior to reimbursement.
10. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be reimbursed based on the liquidated damage schedule (if applicable) listed in the bid specifications provided by the **RECIPIENT** and approved by the **COMMISSION**.
11. The **RECIPIENT** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

12. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.
13. The **RECIPIENT's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, F.S. The form is available on the **COMMISSION's** website: <http://www.myfwc.com/artificialreefs>.

DEPLOYMENT AND MATERIALS PLACEMENT

14. During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, use dynamic positioning, or otherwise be held securely in place with minimal movement (+/-50 feet)

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to ensure accurate placement of the limestone boulder/concrete structure patch reef on the bottom. When relying on dynamic positioning from the subcontractor, the **RECIPIENT** will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered.

15. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **RECIPIENT** observer on site.
16. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION'S** observer, the **RECIPIENT's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.
17. At least 18 pre-fabricated reef modules under this Agreement strategically clustered into three groups of six modules each to create three patch reefs within the southwest quadrant of the Buckeye Reef permitted area at coordinates listed in Table 1. Pre-fabricated reef modules will be placed no more than 50 feet apart from each other.

Table 1

| Patch Reef # | Latitude | Longitude | Depth (ft) |
|---------------------|-----------------|------------------|-------------------|
| 1 | 29° 38.601' N | 83° 54.954' W | 50 |
| 2 | 29° 38.313' N | 83° 54.328' W | 50 |
| 3 | 29° 38.314 N | 83° 54.913' W | 50 |

18. The minimum vertical clearance of 32 feet shall be maintained above the highest point of the reef material in the Buckeye Reef permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-1995-05915 (SP-LSL).
19. The **RECIPIENT** shall provide a bottom survey for **COMMISSION** review and approval at least 14 days prior to deployment. The bottom survey must be a visual site survey completed by certified SCUBA divers. The entire extent of the proposed patch reef area(s) must be surveyed during the dive(s). The **RECIPIENT** will submit a narrative of the survey methods, results and photo documentation of the bottom.

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20. The **RECIPIENT's** Contract Manager or **RECIPIENT's** designated official observer shall ensure that the reef is constructed within the permitted area. This can be done using marker buoys, or dynamic positioning, if the chosen subcontractor can provide such services. When using marker buoys, the marker(s) shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area. When relying on dynamic positioning from the subcontractor, the **RECIPIENT** will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above.
21. The **RECIPIENT's** Project Manager or **RECIPIENT's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
22. Both the **RECIPIENT** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **RECIPIENT's** observer and the subcontractor when on site. The **RECIPIENT's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **RECIPIENT** shall be responsible for ensuring that all permit condition terms are complied with.
23. Both the **RECIPIENT** and its subcontractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The **RECIPIENT** shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

24. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than \$5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the definition of 'engineering services' and complete list of eligible materials and activities.

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25. If the **RECIPIENT** chooses to conduct a pre- deployment and/or post-deployment SCUBA assessment at the deployment location(s) (post deployment assessment is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed within the current grant period and the following items, at a minimum, must be included:
- Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
 - Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
 - Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
 - Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
 - Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
 - Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
 - Biological observations*: Describe any fish observed, or other general biological observations.
 - Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

26. Upon initiation of the handling and movement of these artificial reef materials by the **RECIPIENT's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

B. BACKGROUND

Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally

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funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

C. SUPPORT OF COMMISSION MISSION

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Florida's coastal waters. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. DEFINITIONS

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

- i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.
- iii. "Staging area" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.
- iv. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.
- v. "Base diameter" means the longest distance can be formed with a straight line between two edges or corners of a module that only passes through the interior of a module when viewed from above.

2. DELIVERABLES

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A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by deploying at least 18 pre-fabricated concrete reef modules within the Buckeye Reef permitted area. Pre-fabricated modules will be placed in close proximity to each other to create three patch reef(s) within the boundaries of the permitted area.

i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 18 pre-fabricated concrete reef modules must be deployed in accordance with the specifications in this Agreement.

ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at <http://www.myfwc.com/artificialreefs>. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **RECIPIENT's** Project Manager or **RECIPIENT's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **RECIPIENT's** Project Manager or **RECIPIENT's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.
2. A table providing coordinates for each deployed module is required and is to be attached to the Material Placement Report. Coordinates can be reported by the contracted vendor during deployment or by the **RECIPIENT** during post-deployment monitoring.
3. A final written field assessment providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field assessment

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should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

All artificial reef construction must be completed by September 1, 2024. A one-time short term time extension of up to twenty-nine (29) days (through the Agreement end date of September 30, 2024) may be authorized in writing by the **COMMISSION's** Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. The **COMMISSION** reserves the right to deny any time extension request if sufficient progress has not been accomplished. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the **RECIPIENT** to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by September 1, 2024. Subcontracts with completion dates even earlier than September 1, 2024 to provide an additional buffer are strongly encouraged.

3. FINANCIAL CONSEQUENCES

- A. If the **RECIPIENT** fails to complete construction in compliance with the permit conditions or in accordance with the time frame and minimum level of performance specified by the Scope of Work, the number of units not completed for each deliverable will be deducted from the **RECIPIENT's** payment based upon their unit cost specified by the Scope of Work.
- B. The **RECIPIENT** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

4. PERFORMANCE

- A. The **RECIPIENT** agrees to schedule and participate in a kickoff meeting with the **COMMISSION** no later than 90 days from the grant execution date. The purpose of the meeting will be to discuss in detail the project timeline, reef design and material placement, and address any questions identified by the **RECIPIENT** or **COMMISSION**.
- B. The **RECIPIENT** shall submit to the **COMMISSION**, at no less than 60 day intervals beginning from the date of execution of this agreement, written or electronically transmitted progress reports outlining the progress of the project. The progress report shall identify any problems that may have arisen and actions taken to correct such problems, and include construction activities that have occurred since the last report and construction activities planned until the next report.

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- C. The **RECIPIENT** agrees to provide the **COMMISSION** with a minimum of five (5) days' notice and continuous notification as each deployment date approaches for any artificial reef construction that occurs as a result of this Agreement.
- D. The **RECIPIENT** agrees to follow all provisions of Section 379.249, F.S. and Chapter 68E-9, F.A.C. during the term of this Agreement.
- E. The **RECIPIENT** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **RECIPIENT** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- F. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.
- G. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.
- H. The **RECIPIENT** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **RECIPIENT** shall be compensated for a maximum of \$120,000.00 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than November 15, 2024 to assure availability of

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funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

D. FORMS AND DOCUMENTATION

1. The **RECIPIENT** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION's** website at: <http://www.myfwc.com/artificialreefs>.

6. MONITORING SCHEDULE

- A. The **RECIPIENT** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.
- B. The **COMMISSION** will monitor the **RECIPIENT's** service delivery to determine if the **RECIPIENT** has achieved the required level of performance. If the **COMMISSION** in its sole discretion determines that the **RECIPIENT** failed to meet any of the terms or conditions of the Agreement, the **RECIPIENT** will be sent a formal written notice. The **RECIPIENT** shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment, financial consequences, or termination of this Agreement in accordance with the terms of the Agreement.
- C. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

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

8. SUBCONTRACTS

Item O of Agreement O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58) does not apply to federal funds used in this habitat restoration artificial reef construction grant. See Agreement for additional applicable terms and conditions related to subcontracts.

9. INSURANCE

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance, Jones Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all of its employees connected

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with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance Jones Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). See Agreement for all other applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

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

11. RECORD KEEPING REQUIREMENTS

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

12. NON-EXPENDABLE PROPERTY

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

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. The use of a Marine Specialty licensed contractor (Section 489.105, F.S.) is not a requirement for professional services pertaining to artificial reef deployment activities during this Agreement. A Marine Specialty Contractor license (Chapter 61G4-15.033 Florida Administrative Code) does not include artificial reefs, and therefore is not a licensing requirement for artificial reef deployment.
2. The Consultants Competitive Negotiation Act (Section 287.055, F.S.) is not applicable for professional services pertaining to artificial reef planning, procurement, deployment or survey activities during this Agreement. Signed and sealed drawings are not required.

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3. In accordance with Executive Order 12549, Debarment and Suspension, the **RECIPIENT** 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 **RECIPIENT** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. Upon execution of subcontracts funded by this Agreement, the **RECIPIENT** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the **RECIPIENT** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **RECIPIENT's** work under this Agreement.

C. FEDERAL FUNDS

1. This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **RECIPIENT** shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment C. It is understood and agreed that the **RECIPIENT** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.
2. The Davis-Bacon Act is not applicable to subcontracts executed under this Agreement. This project is funded by the Dingell-Johnson Sport Fish Restoration Act which does not require implementation of the provision of the Davis-Bacon Act as the initial federal award to the **COMMISSION** was exempt from the Davis-Bacon Act conditions.
3. The **RECIPIENT** agrees to follow all requirements of CFR 200, Code of Federal Regulations, for the procurement of commodities or contractual services under this Agreement.
4. The **COMMISSION** shall make payment to the **RECIPIENT** for an amount of the total project eligible cost, not to exceed \$120,000.00 of approved invoiced costs.

D. PAYMENT BOND

Pursuant to Chapter 287, F.S., no payment or surety bond is required for this project.

E. PERFORMANCE BOND

Pursuant to Chapter 287, F.S., no performance bond is required for this project.

F. CERTIFICATE OF CONTRACT COMPLETION

The **RECIPIENT** will be required to complete a Certificate of Completion form (Attachment F) when all work has been completed and accepted. This form must be submitted to the

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COMMISSION's Contract Manager with the **RECIPIENT's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

G. CERTIFICATE OF PARTIAL PAYMENT

This Section is not applicable and intentionally left blank.

H. RECIPIENT PAYMENTS TO SUBCONTRACTOR

Grant Agreement No. 23053, Section 14, B, "**RECIPIENT** Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Section 14, Paragraph A, the **RECIPIENT** agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the **RECIPIENT** and subcontractor. Failure to make payment pursuant to any subcontract within thirty (30) working days will result in a penalty charged against **RECIPIENT** and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the thirty (30) working day period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

I. SUBCONTRACTOR MINORITY STATUS REPORTING

The **RECIPIENT** will be required to complete a Subcontractor Minority Status Reporting Form (Attachment H) when a subcontractor is selected. This form must be submitted to the **COMMISSION's** Contract Manager with the **RECIPIENT's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

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

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

POST OFFICE BOX 167
411 N. WASHINGTON STREET
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IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

November 20, 2023

VIA E-MAIL AND REGULAR MAIL

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

Mr. Victor Blanco
Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension
203 Forest Park Drive
Perry, Florida 32348

Re: Grant Agreement FWC-23053
Taylor County and Dixie County Artificial Reef Construction 2023-24

Dear LaWanda and Victor:

Pursuant to your request, I have reviewed the above Grant Agreement. I just reviewed the 29 page agreement, not the attachments. So I make the following comments:

1. Section 4 E. State Obligation to Pay. Be aware that the State's obligation to pay is contingent upon annual appropriation and authorization to spend by the Legislature.
2. Section 4 G. Cost Reimbursement. To be eligible for reimbursement, County must follow the requirements of Section 215.971 Fla. Statutes. i. Salaries: Timesheets that support the hours worked on the project must be kept.
3. Section 7. Monitoring. The Commission's Grant Manager shall actively monitor the County's performance and compliance with the terms of this agreement.
4. Section 8. Termination. The Commission may unilaterally terminate this agreement for convenience, giving 30 days' notice. The County may request termination of the agreement for convenience.
5. Section 8 C. Termination - Funds Unavailability. If funds are not available (Federal, I don't know if this has anything to do with Federal funds) but the Commission may terminate upon no less than twenty-four (24) hours' notice.
6. Section 13. Relationship of the Parties.
 - A. Conflict of Interest. The parties covenant there are no conflicts of interest.
 - B. Recipient Training Qualifications. County covenants all employees, sub-recipients, sub-contractors, or agents are properly trained.

D. Commission Rights to Assign or Transfer. The County agrees the Commission has the right to assign or transfer the agreement to another State Agency by giving prior written notice to the County.

7. Section 14. Subcontracts.

A. Authority. The County shall assure and provide assurances to the commission upon request that subrecipients or subcontractors selected to work on this agreement has necessary qualifications and abilities to do the job.

B. Recipient Payments to Subcontractor or Subrecipient. County agrees to make payments to subcontractor within 7 working days after receipt or partial payments from the commission in accordance with Section 287.0585 Fla. Statute.

8. Section 26. Indemnification. Neither party indemnifies nor ensures the other party for the other parties negligence because both are governmental entities of the State of Florida.

9. Section 28. Mediation Dispute. First submitted to non-binding mediation by a single mediator in Tallahassee, Florida. If the parties cannot agree on a Mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit to appoint one.

10. Section 28. C. The terms of the agreement are governed by the laws of the State of Florida. This is not consistent with Section 29. Severability, Choice of Law, and Choice of Venue because this (c) provides exclusive jurisdiction of State and Federal court in and for Leon County, Florida, BUT Section 29 provides that the parties have selected the Second Judicial Circuit in Leon County as the mandatory and exclusive forum for resolving any dispute, in law or equity, and it also provides that the county considers the Second Circuit to be a fair and convenient forum for any legal action. The County WILL NOT initiate in any other forum a legal action or other action.

So, as you can see, as time goes by and the more grants we apply for, the Grant Agreements become more restrictive and favor the Grantor but I am sure if one wants and needs the Grant, the County would need to sign as I doubt these provisions are not negotiable, of course, it could be tried.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Ms. Salina Grubbs (via e-mail)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board approval for the Board to fully fund the Big Bend Transit "in town" shuttle during the holidays from December 8, 2023 through January 6, 2024.



MEETING DATE REQUESTED:

December 4, 2023

Statement of Issue:

Requesting Board to approve fully funding the Big Bend Transit "in town" shuttle from December 8, 2023 through January 6, 2024.

Recommended Action:

Approve fully funding the "in town" shuttle from December 8, 2023 through January 6, 2024.

Budgeted Expense:

Funding the shuttle for this period will have an approximate cost of \$400-\$500. There is sufficient funding in the Big Bend Shuttle budget (0423) to cover this cost.

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

In the past, the Board has approved fully funding the "in town" shuttle during the holiday season. Since 2018, the shuttle has been fully funded by donations from Mr. Conrad Bishop. This program has been very successful with substantially increased ridership of the shuttle during this period. There are sufficient funds in the Big Bend Shuttle budget to cover the total cost.

Attachments:

N/A

10

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry

County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

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

Taylor County Board of County Commissioners

Invitation to Bid

Bid CDBG 2023-10

CDBG Project Number: 22DB-OP-03-72-01-H05

was published in said newspaper in the issues of:

November 8, 2023

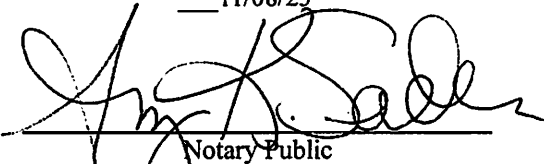
Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached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



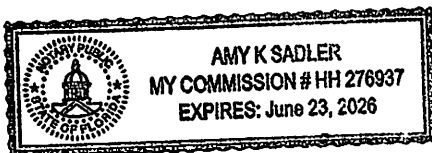
Aaron Portwood, Publisher

Sworn to and subscribed
before me this

— 11/08/23



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





**TAYLOR
COUNTY
FLORIDA**

19

INVITATION TO BID

Bid CDBG 2023-10

CDBG Project Number: 22DB-OP-03-72-01-H05

Community Development Block Grant
Housing Rehabilitation Program

Due Date: Friday-Dec 1, 2023 by 4:00 pm

MANDATORY PRE-BID CONFERENCE

Tuesday-November 14, 2023 at 11:00am

Contractor Notification Date 11/07/2023

Notification Method:

Email & Posting at Building Department

TAYLOR COUNTY, FLORIDA

A political subdivision of the State of Florida
Department of Grants Administration
401 Industrial Park Drive
Perry, Florida 32348

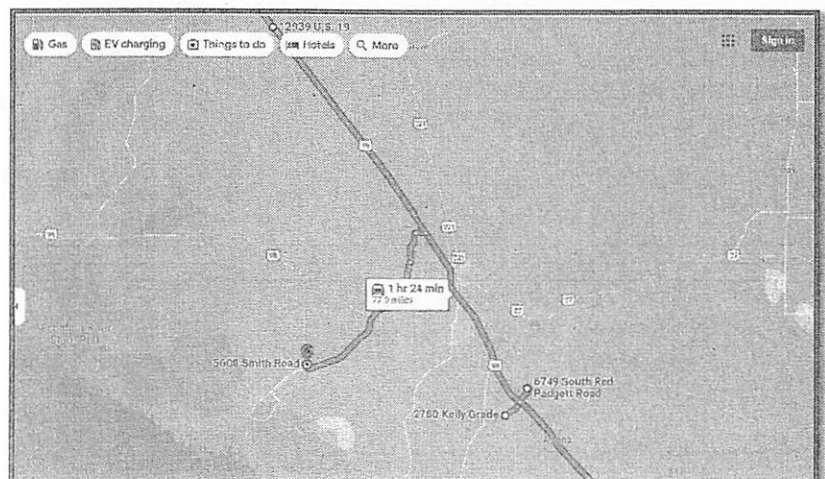
Event Timeline

Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

| EVENT | DATE | TIME |
|-------------------------------------|-------------------|----------|
| Issue Invitation to Bid | November 7, 2023 | N/A |
| MANDATORY Pre-Bid Conference | November 14, 2023 | 11:00 AM |
| Deadline for Questions | November 21, 2023 | 4:00 PM |
| Bid Due Date and Time | December 1, 2023 | 4:00 PM |
| Public Opening Date and Time | December 4, 2023 | 6:05 PM |

Location of Projects

12939 N US Hwy 19. Greenville, FL 32331
5600 Smith Rd. Perry, FL 32348
2780 Kelly Grade. Perry, FL 32348
6749 Red Padgett Rd. Perry, FL 32348
16481 School House Rd. Perry, FL 32348



NOTICE TO BIDDERS

A Mandatory Pre-Bid Conference will be held on November 14, 2023, at 11:00 am starting at 12939 N US Highway 19, Greenville, FL 32331. This meeting will be followed by a Mandatory Walkthrough at each additional location. (Order of site visits follows the order of listing presented in the Location of Projects heading above).

All bids are due by Friday, December 1, 2023 by 4:00 P.M. Local Time. Bidders will have the option to submit bids physically (in-person) or by mail. In-person or mailed submissions shall provide one-(1) clearly marked original, and two-(2) copies. Bid envelopes are to be identified as CDBG and the ITB number, as well as the bidder's name and address. Late bids shall not be accepted.

All submissions must be delivered to the following:

Hand Delivery: Gary Knowles
Fed - X or UPS Clerk of the Court
108 North Jefferson Street, Suite 102
Perry, FL 32347

Mail Delivery: Gary Knowles
Clerk of the Court
108 North Jefferson Street, Suite 102
Perry, FL 32347

A Public Opening of the Bids is scheduled for December 4, 2023 at 6:05 PM, or as soon thereafter as possible, at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting. Copies of the ITB Notification and Bid Documents can be obtained by contacting Guardian CRM, at: 888-482-7393 or at www.taylorcountygov.com. Please print copies of the ITB documents and Scopes of Work so that you may have them for the pre-bid meeting.

Please do not contact the homeowner(s) or visit the project sites prior to the scheduled mandatory pre-bid meeting and site visit activities.

Persons with disabilities needing assistance to participate in any of the proceedings should contact the Taylor County CDBG Program Consulting Grant Administrator Marina Edwards at: (888) 482-7393 or Marina.edwards@guardiancrm.com. All requests shall be made at least Seventy-two (72) hours in advance.

METHOD OF AWARD

The County reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to award project contracts in a manner deemed to be in the County's best interest.

No Contractor or subcontractor may participate in this work if ineligible to receive Federal or State funded contracts.

Sealed bids will be opened at a public bid opening. The Project Manager will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

No contractor will be allowed to have more than two (2) jobs per bid round, with a maximum award of three (3) jobs under construction at one time without the consent of the PA.

The County places significant value on high quality work and performance, timely access and response, scheduling and cost concerns and communication.

Taylor County is an Equal Opportunity Employer and makes all efforts to include Section 3, WMBE, Veteran-Owned, and all other underserved business types in any bid solicitations related to County Grant Programs. A complete statewide and local W/MBE listing can be accessed via the following weblink: <https://vendor.myfloridamarketplace.com/search/vendor>. A complete nationwide and local Section 3 listing can be accessed via the following weblink: <https://hudapps.hud.gov/OpportunityPortal/searchBusiness.action>. Contractors shall make all relevant and feasible efforts to seek and employ W/MBE and Section 3 business and individuals. Physical or digital copies of the Taylor County WMBE/Section three firm listing can be provided upon request.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing at 6:10 p.m. or as soon thereafter as possible to discuss and receive public input for the possible grant submission requesting funding assistance for Fiscal Year 2030 funding cycle for the construction of a sidewalk from Plantation Road to US Hwy 19 to the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP).

MEETING DATE REQUESTED:

December 4, 2023

Statement of Issue:

Board to discuss and receive public input for the possible grant submission to the 2030 funding cycle for the FDOT TAP for the construction of a sidewalk from Plantation Road to US Hwy 19. The County is eligible to submit a maximum of two projects. If the Board chooses to submit two projects the Board must determine which project is the top priority at grant submission.

Recommended Action:

Move forward with submission of grant application to the FDOT TAP for the construction of a sidewalk from Plantation Road to US Hwy 19.

Fiscal Impact:

The County will not be required to provide a cash match.

Budgeted Expense:

Not applicable.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County **MUST** own all right of way or land required for the projects submitted prior to grant submission.

Attachments:

Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing at 6:15 p.m. or as soon thereafter as possible to discuss and receive public input for the possible grant submission requesting funding assistance for Fiscal Year 2030 funding cycle for the construction of a sidewalk on West Ash Street from Miller Road to US Hwy 19 to the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP).

MEETING DATE REQUESTED:

December 4, 2023

Statement of Issue:

Board to discuss and receive public input for the possible grant submission to the 2030 funding cycle for the FDOT TAP for the construction of a sidewalk on Ash Street from Miller Road to US Hwy 19. The County is eligible to submit a maximum of two projects. If the Board chooses to submit two projects the Board must determine which project is the top priority at grant submission.

Recommended Action:

Move forward with submission of grant application to the FDOT TAP for the construction of a sidewalk on Ash Street from Miller Road to US Hwy 19.

Fiscal Impact:

The County will not be required to provide a cash match.

Budgeted Expense:

Not applicable.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County **MUST** own all right of way or land required for the projects submitted prior to grant submission.

Attachments:

Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing at 6:20 p.m. or as soon thereafter as possible to discuss and receive public input for the possible grant submission requesting funding assistance for Fiscal Year 2029/2030 funding cycle for the Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail grant program for Taylor County Coastal Trail (Tennille along SR 51 to Dark Island on CR 361).

MEETING DATE REQUESTED:

December 4, 2023

Statement of Issue: Board to discuss and receive public input for the possible grant submission to the 2029/ 2030 funding cycle for the FDOT SUN Trail grant program for the Taylor County Coastal Trail (Tennille along SR 51 to Dark Island on CR 361).

Recommended Action: Move forward with submission of grant application to the FDOT SUN Trail Program.

Fiscal Impact: The County will not be required to provide a cash match.

Budgeted Expense: Not applicable.

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT SUN Trail funding applications are submitted a minimum of five years in advance. The SUN Trail network aligns with the Florida Office of Greenways and Trails System Plan's and the OGT designated Priority Trail Network. The County has an approved Planning Grant in 2029 for a proposed trail from the Aucilla River on US 98 to US 19 and on south on US 19 to Tennille and the Dixie County line.

Attachments: Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

Statement of Issue: Doctors' Memorial Hospital has received a grant through the Rural Hospital Capital Improvement Grant Program funded by the Florida Legislature to make improvements to the Emergency Room. The scope of work to be completed is attached.

Recommendation: Approve proposed improvements/enhancements per the attached proposal.

Fiscal Impact: \$ \$526,300 Grant from Dept of Health

Budgeted Expense: Yes ☐ No ☐ N/A ☐

Submitted By: Lauren Faison-Clark, CEO of Doctors' Memorial

Contact: lfaison-clark@doctorsmemorial.com 850-766-3288

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Please see attached. DMH would like to present on a grant opportunity to improve and renovate the emergency room space and gain the board's approval to move forward.

Options: 1. _____

2. _____

Attachments: 1. _____

ER Renovations Scope of Work

I. Overview

Doctors' Memorial Hospital (DMH) located in Perry, Florida has received a grant allocation from the Florida Department of Health to fund renovations to the Emergency Department. The funding distributed was part of the Rural Hospital Capital Improvement Fund authorized by the Florida Legislature and included in Governor Desantis' *Framework for Freedom Budget* for Fiscal Year 2023-2024. DMH grant application requested funds to renovate the 15 bed emergency room and lobby area.

II. Intended Use of Grant Funds:

Grant funds will be used to enhance the emergency room and lobby. Project goals include:

- Improve environmental factors that may impact infection prevention.
- Improve patient throughput.
- Increase patient and staff safety.
- Improve patient and family satisfaction.




III. Renovation/Construction Requirements:

- The Emergency Room must remain open during construction/renovation.
- Work will need to occur in several phases.
- There is an adjacent ICU space that has 6 patient rooms that can temporarily be used for ED patients during renovations (See Attachment A, Floor Plan).
- All work must be comply with AHJ (authorities having jurisdiction) requirements.
- Contractor must dispose of all removed items (cabinets, etc).
- DMH has already selected paint colors and finishes that match main hospital lobby (See Attachment B).
- DMH will provide non-fixed items such as whiteboards, desks, etc.




ER Renovations Scope of Work

IV. Proposed Renovations:




(The entire space needs new flooring, paint, and old wallpaper border removed)

| Entryway | | |
|---|---|--|
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> The entry tile is very slippery when it gets wet |  | <ol style="list-style-type: none"> Replace tile with slip resistant flooring. (There is a secondary entrance to the right of the ER that can be used during renovations). |
| Lobby | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Very dated aesthetics Flooring in old pediatric area does not match. Wasted space |  | <ol style="list-style-type: none"> Patch flooring in old pediatric space to match or replace all flooring or replace all flooring if necessary. Remove wallpaper border Paint all walls |
| Registration | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Very small window Not very inviting Can't take patient vitals No emergency outlets |  | <ol style="list-style-type: none"> Install registration desk outside of the space in the main lobby area (need electric/data access) See Attachment C. Install emergency red plugs in the office space. Fill in registration window |




ER Renovations Scope of Work

| | | |
|--|--|---|
| | | with sheetrock. |
| Triage | | |
| Current Challenges <ul style="list-style-type: none"> • Very cluttered space • Lots of extra cabinets • Floors damaged | Photos    | Proposed Renovations <ol style="list-style-type: none"> 1. Remove extra cabinets 2. Replace flooring 3. Patch walls and paint space 4. Frost glass on window/Remove blinds |





ER Renovations Scope of Work

| | | |
|---|---|---|
| |  | |
| Patient Bathroom (next to triage) | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> No specimen door for patients |  | <ol style="list-style-type: none"> New paint/floors Install nurse call button. Install specimen pass door |
| Patient Rooms (There are 15) | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Rooms are very small and cluttered Very dated and some wall damage |  | <ol style="list-style-type: none"> Patch and paint all walls Replace flooring Remove excess cabinets Wall mount monitor Install new whiteboards Patch any doors with damage/gaps/etc. |



ER Renovations Scope of Work

| Hallway Storage Area | | |
|---|---|--|
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> • Very cluttered • Wasted space |  | <ol style="list-style-type: none"> 1. Install storage cabinets for supplies/linens/etc. (DMH will purchase). 2. Remove built-in desk 3. Remove light box from wall, patch and paint. |
| ENT Room | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> • Room not frequently used |  | <ol style="list-style-type: none"> 1. Remove excess cabinets 2. Install wall-mounted tv with power. |
| Nourishment Area | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> • Refrigerator is too small and is old • Cabinets have some damage • Ice maker is old |  | <ol style="list-style-type: none"> 1. Install new cabinets 2. Install full refrigerator (not plumbed). See Attachment D. 3. Needs new ice maker installed (DMH to purchase). 4. New paint/flooring |



ER Renovations Scope of Work

| | | |
|---|--|--|
| |  | |
| Central Nurses Station | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> • Damage to countertops/cabinets. • Large island is damaged and too large • Very dated exterior |    | <ol style="list-style-type: none"> 1. Change out cabinets/countertops 2. Remove center island – create new one or use a large piece of furniture slots for document/charts 3. Mount telemonitor on column with access to data and power. 4. Change exterior aesthetics on nurses station – similar to main lobby (added wood trim overlay). See Attachment E. 5. New paint/flooring |



ER Renovations Scope of Work

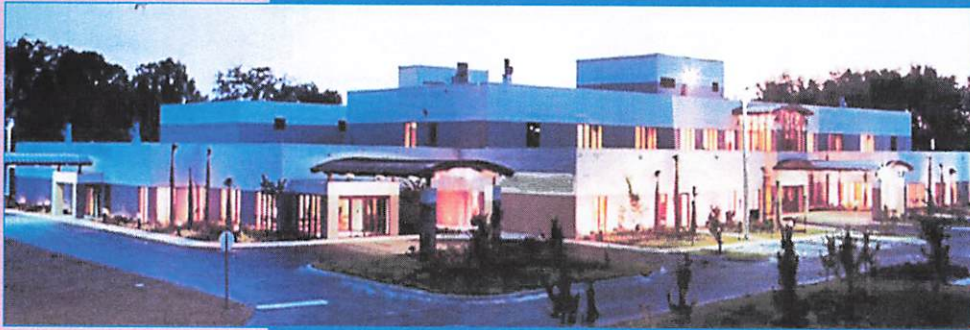
| | | |
|---|--|--|
| |  | |
| Room 15 | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Lots of wasted space |  | <ol style="list-style-type: none"> Remove cabinets, patch and paint walls. Install strip plug cardiopulmonary equipment (needs to be on emergency power). 3-4 plugs. |
| Gyn Room & Adjacent Bathroom | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> DMH does not have room for that meets all requirements for behavioral health patients (ligature requirements) | | <ol style="list-style-type: none"> Install new fixtures/handles that meet ligature requirements Install security camera provided by DMH (needs access to power). New paint/flooring |

ER Renovations Scope of Work

| Back Right Storage Area | | |
|--|---|---|
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Very cluttered |  | <ol style="list-style-type: none"> 1. Remove cabinets – patch and paint. 2. New paint/flooring. |
| Staff Break Room | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Very cluttered Old carpet |  | <ol style="list-style-type: none"> 1. Remove everything 2. Replace flooring 3. Patch and paint |

ER Renovations Scope of Work

| Patient Room adjacent to staff break room | | |
|---|---|--|
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Room is not used for patient care Old equipment stored |  | <ol style="list-style-type: none"> Create new staff breakroom Frost glass doors for privacy. Install refrigerator and lockers for staff (not plumbed). Needs power. |
| Room 14 | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> There is a gap around the door frame | | <ol style="list-style-type: none"> Fix gap around door frame |
| Physician Sleep Room | | |
| Current Challenges | Photos | Proposed Renovations |
| <ul style="list-style-type: none"> Very dated |  | <ol style="list-style-type: none"> New paint/flooring |



DOCTORS' MEMORIAL HOSPITAL

RURAL HOSPITAL CAPITAL
IMPROVEMENT GRANT



DOCTORS'
MEMORIAL
HOSPITAL

A TALLAHASSEE MEMORIAL HEALTHCARE AFFILIATE

Overview

- Doctors' Memorial Hospital (DMH) has received a grant allocation from the Florida Department of Health to fund renovations to the Emergency Department.
- The funding distributed was part of the Rural Hospital Capital Improvement Fund authorized by the Florida Legislature and included in Governor Desantis' *Framework for Freedom Budget* for Fiscal Year 2023-2024.
- DMH grant application requested funds to renovate the 15 bed emergency room and lobby area.
- DMH received **\$523,600** to fund the renovation project.



PROJECT GOALS

Project goals include:

1. Create at least one behavioral health holding room that meets enhanced safety requirements.
2. Improve environmental factors that may impact infection prevention.
3. Improve patient throughput.
4. Increase patient and staff safety.
5. Improve patient and family satisfaction.



ENTRANCE

- Install slip resistance flooring
- Paint and patch walls

EMERGENCY ROOM LOBBY

- Paint and patch walls
- New flooring
- New registration desk



TRIAGE ROOM



- Paint and patch walls
- New flooring
- Remove excess cabinets

PATIENT ROOMS

- Paint and patch walls
- New flooring
- Remove excess cabinets
- Wall mount monitors

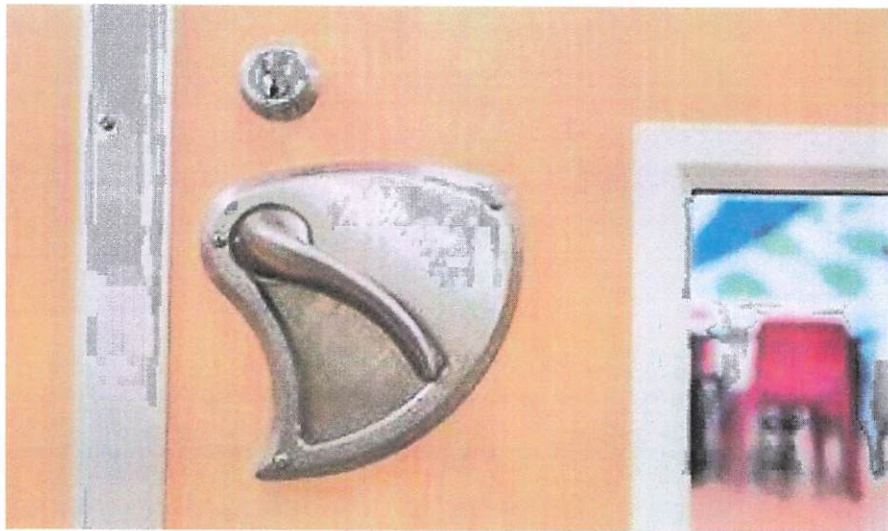




NURSES STATION

- Paint and patch walls
- New flooring
- Remove excess cabinets
- Refinish counters

BEHAVIORAL HEALTH SAFETY



NEXT STEPS:

1. Present to TCBOCC for approval
2. Submit plan to AHCA for desk review
3. Bid construction work
4. Complete work



Dr. Redfield, New ER Medical
Director

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider the approval of letter in support to the Suwannee River Water Management District.

MEETING DATE REQUESTED:

December 4, 2023

Statement of Issue:

To support funding request from the Taylor County Development Authority.

Recommended Action:

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Taylor County Development Authority has requested a letter of support for funding from the Suwannee River Water Management District for third party environmental expert oversight of the Georgia Pacific mill closure.

Options:

Approve/ Not Approve

Attachments:

Letter of Support with attachments



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

December 4, 2024

Mr. Hugh Thomas
Executive Director
Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060

Dear Mr. Thomas,

As you know, on September 18, 2023 the Georgia-Pacific pulp mill located in Taylor County announced the closing of their operation.

On November 6, 2023 the Citizens Action Task Force made a request to the Board of County Commissioners for support of a request for funding from the Suwannee River Water Management District in order for the Taylor County Development Authority Board to contract with an independent subject matter environmental expert to closely review permitting plans and applications and make recommendations regarding the Georgia Pacific plans for closure. The Board of County Commissioners voted that the Citizens Action Task Force request a letter from the Taylor County Development Authority and bring the matter back to the Board of County Commissioners on November 28, 2023.

Please accept this letter as a formal request for the Suwannee River Water Management District to fund the costs for contractual services with an independent subject matter expert (specifically Due Diligence Associates, Inc.) in the not to exceed amount of \$30,000 in order to provide the requested services to the Taylor County Development Authority.

Respectfully,

Jamie English
Chairperson

Attachments:
November 17, 2023 letter from Taylor County Development Authority
Due Diligence Inc. Proposal
Chet Tompkins, PE Resume



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

November 17, 2023

Chairman Jamie English
Taylor County Board of County Commissioners
201 E Green Street
Perry, FL 32347

Request for County Commission to Make Request to Suwannee River Water Management District

Dear Mr. Chairman,

At the November 6, 2023, Taylor County Board of County Commissioners (hereinafter "BOCC") meeting, the BOCC considered a request by the Citizens Action Task Force (hereinafter the "Task Force").

The Task Force advised the BOCC that it recommended contracting with an independent subject matter environmental expert (specifically Due Diligence Associates, Inc.) to closely review permitting plans and applications and potentially make recommendations regarding Georgia Pacific's plans (hereinafter the "Work"). The benefit of the Work, as explained to the BOCC, was two-fold: (1) It would provide an independent environmental monitoring capability; and (2) It would enable the Task Force and the County to be able to brief, independently of Georgia Pacific, potential buyers as to the plant's environmental requirements and considerations.

The Task Force advised further that it had discussed the need for the Work with Taylor County Staff, the Taylor County Development Authority (hereinafter "TCDA") Executive Director, Suwannee River Water Management District (hereinafter "SRWMD") Staff, and the Florida Department of Environmental Protection (hereinafter "FDEP") Permitting Staff.

The Task Force also advised that SRWMD Director Hugh Thomas had suggested that the SRWMD may be able to provide funding for the Work. Funding mechanisms through either the County or the TCDA were also discussed. Under either funding scenario, the SRWMD Staff advised that it would need a letter from the BOCC formally requesting that the SRWMD provide said funding (either through the County or the TCDA) so that the SRWMD would be assured that, by funding the Work, it was not operating counter to what the BOCC believed to be in Taylor County's best interest.

At its November 6, 2023 meeting, the BOCC decided that the TCDA Board should first discuss the matter; and if the TCDA Board believed that it was in Taylor County's best interest for the BOCC to make a formal request to the SRWMD for funding for the Work, then the TCDA Board would need to formally request that the BOCC make such a formal request to the SRWMD.

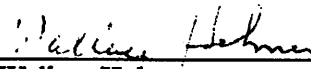
TAYLOR COUNTY DEVELOPMENT AUTHORITY

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Then, if the TCDA Board formally requested for the BOCC to make a formal request to the SRWMD for funding for the Work, the BOCC would, in turn, consider whether to formally request funding for the Work from the SRWMD at its next regularly scheduled meeting.

As such, the TCDA Board met on November 16, 2023 and voted unanimously in favor of formally requesting that the BOCC make a formal request to the SRWMD for funding for the Work.

Please accept this letter as the TCDA Board's formal request that the BOCC make a formal request to the SRWMD for funding for the Work.



Wallace Holmes
Chairperson
Taylor County Development Authority

Due Diligence Associates, Inc. (DDA) proposes to Taylor County Development Authority (TCDA) to provide general consultation associated with the shutdown of the Foley Cellulose pulp mill in Perry, Florida. The following is a preliminary proposed work scope to be performed by Chet Thompson, P.E., Principal of DDA:

- 1) Contact permitting agencies to request permit applications and reports associated with the shutdown
- 2) Participate in TCDA planning discussions as requested and available.
- 3) Participate in public meetings noticed by the agencies in connection with permitting the shutdown process
- 4) Reviewing permit applications and reports made available by the agencies associated with the shutdown to advise TCDA regarding the plans protect the groundwater and surface water in the surrounding area
- 5) Provide a written summary letter style report on proposed plans and applications to TCDA, including recommended actions, identification of further needs, and recommended questions for GP and or testing agencies

The estimate of needed consultation is \$2800 (for the 1st month), and \$15,000 - \$25,000 through the end of the calendar year depending on the level of services required. Efforts beyond will need to be reassessed. Chet's schedule is constrained until the week of 10/23/23 to phone call participation only and a maximum of 16 hours. Chet Thompson's billable rate is \$175/hr for consultation services and \$250/hr for field work, in person meeting participation, and any needed consultation beyond 16 hours per month. Travel expenses are billed at cost and prior authorization will be obtained prior to travel. Mileage will be billed at the IRS reimbursement rate.

We anticipate the following specific steps to get started under items No. 1 and 2 above. The time estimated for this is 16 hours.

- Contact FDEP, SRWMD, and EPA indicating DDA's relationship to TCDA, requesting any current available information on the shutdown and requesting to be put on the public distribution list for any actions
- Participate in TCDA planning discussions to define ongoing actions to be taken

Unless GP has been submitting reports and plans in anticipation of their Mill Closure announcement 9/18, we do not anticipate any available signification reports or permit applications within the next 30 days. The inquiry above is intended to access this, if possible and when available.

Chet D. Thompson, PE

Summary

Chet joined DDA in 2022 after 35 years with Georgia-Pacific, becoming a DDA partner with Sid and Daniel Burns in 2023, providing due diligence services to real estate investors, asset managers, and lenders for commercial, retail, industrial and multifamily developments, including low income housing, market rate, and historic tax credit projects. DDA specializes in performing commercial property condition assessments and construction loan monitoring for lenders. Construction services include front end cost analysis, construction document reviews and preparation of loan pre-closing reports. Once loans close, DDA monitors construction and renovation activities and provides detailed construction progress reports meeting a wide range of client requirements. DDA is a fully insured national firm, having provided services in over forty-five (45) states and has performed condition assessments from Alaska and Hawaii to the Florida Keys.

Experience

- Over forty-two (42) years experience in various engineering responsibilities (over thirty-eight (38) years as a Registered Professional Engineer) performing or supervising project management or industrial operations and in responsible charge of various duties including project scope development, cost analysis, construction plan development and implementation, environmental permitting, report preparation, field construction inspection and quality assurance, and permit final as-built certification of completion.
- Over thirty-five (35) years experience developing industrial projects to meet changing environmental regulations in a financially sustainable means to ensure continued business unit viability.
- Six (6) years of experience as a US Navy Civil Engineer Corps Officer leading and managing various construction and facilities maintenance activities, including a tour as a Naval Mobil Construction Battalion equipment company commander.
- Reviewer and commenter on Federal and State environmental regulation development with regulators as an industry representatives to ensure technical and financial viability.
- Experienced in NPDES Industrial Wastewater, Industrial and Construction Stormwater Discharge Permitting, Title V Air Operating and Construction Permitting, US Army Corps of Engineers 404d Permitting, and Florida Environmental Resource Permitting, and then monitoring implementation to completion, ensuring compliance is met to protect the permitted entity.
- Specialized experience in environmental improvement projects addressing attainment of water quality criteria and wetland mitigation.

Education

Virginia Military Institute | Lexington, VA
Bachelor of Civil Engineering: 1981

Registrations & Certifications

- State of Florida Professional Engineer License No. 38426, Expires 02/28/25
- State of California Professional Engineer (Inactive)
- Florida Department of Environmental Protection Qualified Stormwater Management Inspector

ADDITIONS/CHANGES TO THE AGENDA

December 4, 2023

REMOVE

10. THE BOARD TO RECEIVE BIDS FOR CDBG HOUSING REHABILITATION, AS AGENDAED BY JAMIE EVANS, GRANTS COORDINATOR.