

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

MONDAY, JUNE 6, 2022

6:00 P.M.

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

OLD POST OFFICE BUILDING

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 6:00 P.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
1	V-CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3		MICHAEL NEWMAN	IN PERSON	ALL
4		PAM FEAGLE	IN PERSON	ALL
5	CHAIR	THOMAS DEMPS	IN PERSON	ALL

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
ASST COUNTY ADMN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CO FINANCE DIR	DANNIELLE WELCH	IN PERSON	ALL

THOMAS DEMPS LED THE BOARD IN PRAYER, FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG. BUSINESS WAS TRANSACTED AS FOLLOWS:

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

3. APPROVAL OF AGENDA:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER ENGLISH, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS SUBMITTED.

AUDIT PRESENTATION FY 2019/2020:

4. RICHARD POWELL, POWELL & JONES, CPAS, TO APPEAR TO PRESENT THE COUNTY'S AUDIT REPORT FOR FY 20/21.

DISCUSSION:

MR. POWELL PRESENTED A POWERPOINT PRESENTATION.

- HEALTHY GENERAL FUND RESERVES
- DEPRECIATION IS AVERAGE – WHY THE NEED TO CONTINUE TO BUILD RESERVES? BECAUSE THEY WILL EVENTUALLY NEED TO BE REPLACED.

COMMISSIONER FEAGLE – DIFFERENCE BETWEEN BUSINESS ACCOUNTING?

MR. POWELL – THE BCC JUST HAS THE AIRPORT ENTERPRISE.

MOTION TO APROVE THE AUDIT FOR FY 2020/2021, AS PRESENTED.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

CONSENT ITEMS:

MOTION: TO APPROVE CONSENT ITEM NOS. FIVE (5) THROUGH TWENTY ONE (21), WITH THE EXCEPTION OF ITEM NO. 7., REMOVED FOR DISCUSSION, AS FOLLOWS:

5. APPROVAL OF MINUTES OF MAY 17, 2022.

6. THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND 067557 THROUGH 067780 INCLUSIVE

ROAD AND BRIDGE FUND 5017296 THROUGH 5017320 INCLUSIVE

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

7. REMOVED FOR DISCUSSION.

8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS (10) TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (ASH STREET) FUND, SCOP ROAD PROJECT (MCDANIEL ROAD) FUND, TOURIST TAX (4-5%) FUND, TOURIST TAX (3RD. CENT) INFRASTRUCTURE FUND, TOURIST TAX (TWO-CENT) DEVELOPMENT TRUST FUND (TDC), AFFORDABLE HOUSING FUND (2019-2020 GRANT), AFFORDABLE HOUSING FUND (2017-2018 GRANT), GENERAL FUND (3), AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS (3) TO REFLECT A SHORTFALL OF MONIES IN THE SOLID WASTE FUND, GENERAL FUND AND AFFORDABLE HOUSING FUND (2018-2019 GRANT), AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

10. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIR'S SIGNATURE ON THE HODGES PARK BUDGET CHANGE LETTER, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

11. THE BOARD TO CONSIDER APPROVAL TO ADVERTISE TO HOLD A PUBLIC HEARING TO RECEIVE INPUT REGARDING THE REQUEST TO DEMOLISH THE OLD SHADY GROVE VOTING HOUSE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

12. THE BOARD TO CONSIDER APPROVAL OF CONTRACTUAL AGREEMENT FOR THE PLANNING BOARD ATTORNEY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

13. THE BOARD TO CONSIDER APPROVAL OF A BUDGET TRANSFER FROM GENERAL FUND RESERVES FOR MEDICAL EXAMINER EXPENDITURES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

14. THE BOARD TO CONSIDER APPROVAL OF GULF CONSORTIUM SUB-RECIPIENT AGREEMENT NO. 220037102.01 FOR THE REHABILITATION OF HODGES PARK, AS AGENDAED BY MELODY COX, GRANTS WRITER.
15. THE BOARD TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL, FROM GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE RECONSTRUCTION AND RESURFACING OF MCDANIEL ROAD, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
16. THE BOARD TO CONSIDER APPROVAL OF THREE (3) YEAR CONTRACT WITH ENGINEERING COOLING SERVICES FOR MAINTENANCE OF THE COURTHOUSE CHILLER, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
17. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE FOR SCOTT AND JULIET HORNER, THROUGH THE SHIP PROGRAM IN JANUARY 2004, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
18. THE BOARD TO CONSIDER APPROVAL OF THE 2022-2023 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT APPLICATION REQUESTING FUNDING ASSISTANCE IN THE AMOUNT OF \$93,750, AS AGENDAED BY THE GRANTS COORDINATOR.
19. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT FOR ANNIE BLACKSHEAR THROUGH THE SHIP PROGRAM IN APRIL 2005, AS AGENDAED BY THE GRANTS COORDINATOR.
20. THE BOARD TO CONSIDER APPROVAL OF BUDGET RELEASE AGREEMENT FOR TAYLOR COUNTY AND NATURAL RESOURCES EXTENSION AGENT POSITION FOR VICTOR BLANCO, AND TO APPROVE FUNDS FOR THIS POSITION FOR THE 2022-2023 BUDGET YEAR, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.
21. THE BOARD TO CONSIDER APPROVAL OF 2022 DEPARTMENT OF MANAGEMENT SERVICES (DMS) GRANT AGREEMENT AND SUPPORTING DOCUMENTATION FOR THE 2022 SPRING MAINTENANCE E911 GRANT, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody	X		X			
Newman			X			
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTER; BUDGET RESOLUTIONS; TCPB ATTORNEY AGREEMENT; GULF CONSORTIUM SUBRECIPIENT AGREEMENT; CONTRACT WITH ENGINEERED COOLING SERVICES; SATISFACTION OF MORTGAGE/HORNER; SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT APPLICATION; SATISFACTION OF MORTGAGE & SECURITY AGREEMENT/BLACKSHEAR; MOU WITH UF BOARD OF TRUSTEES; SPRING 2022 RURAL COUNTY 911 AGREEMENT

7. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA)FY20/21 AUDIT AND APPROVAL OF RELEASE OF FY21/22 FUNDS, IN THE AMOUNT OF \$100,000, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

DISCUSSION:

COMMISSIONER MOODY – THE TCDA IS ASKING FOR \$100,000 WHEN THEY CURRENTLY HAVE \$268,794 ACCORDING TO THEIR AUDIT REPORT. I’M NOT SURE THEY NEED \$100,000.

COMMISSIONER FEAGLE – THEY ARE ASKING FOR WHAT’S CURRENTLY IN THE BUDGET AND HAS ALREADY BEEN APPROVED.

MOTION TO APPROVE THE AUDIT REPORT FOR FY 20/21 AND RELEASE FY 21/22 BUDGETED FUNDS, IN THE AMOUNT OF \$100,000, AS REQUESTED.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

BIDS/PUBLIC HEARINGS:

22. THE BOARD TO RECEIVE BIDS FOR THE SALE OF COUNTY-OWNED PROPERTY LOCATED IN KEATON BEACH, FL., SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BID WAS RECEIVED:

1. H.B. TUTEN AND L. THOMAS

PERRY, FL

\$83,500

COUNTY ADMINISRATOR – THE APPRAISAL VALUE OF THE LOT IS \$145,000.

COUNTY ATTORNEY – THE BOARD HAS THE RIGHT TO REJECT THE BID.

COMMISSIONER FEAGLE – NOT IN FAVOR OF SELLING PROPERTY ON THE WATER, BUT THE BID SHOULD BE EQUAL TO THE APPRAISAL AMOUNT.

MOTION TO REJECT THE BID RECEIVED.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody			X			
Newman		X	X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER FEAGLE – WE SHOULD HOLD ON TO ANY PROPERTY THAT HAS WATER ACCESS.

COMMISSIONER ENGLISH – WE OWE IT TO THE INDIVIDUAL TO KNOW WHAT THE APPRAISAL AMOUNT WAS.

MOTION TO RE-ADVERTISE WITH APPRAISAL AMOUNT AS THE MINIMUM BID.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody		X	X			
Newman				X		
Feagle				X		
Demps			X			

MOTION CARRIED BY A 3-2 VOTE.

PUBLIC REQUESTS:

- 23. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR IMPROVEMENTS TO HAMPTON SPRINGS PARK ALLOWING DOGS (LEASHED) IN PARK, AS REQUESTED BY SABRA FARNELL.**

DISCUSSION:

MS. FARNELL – HAS A DOG WITH A DISABILITY THAT SHE TAKES TO THE PARK ONCE A WEEK. THAT SHE WAS TOLD SHE CAN'T BRING THE DOG, THAT SHE WOULD HAVE TO GO ACROSS THE ROAD. SHE HAS A SAFETY CONCERN. THEN TONIGHT SHE WAS TOLD (BEFORE THE MEETING) THAT THE COUNTY HAS AN ORDINANCE THAT SAYS SHE CAN TAKE HER DOG WITH A LEASH.

MS. FARNELL PRESENTED THE IDEA OF BUILDING A GATED DOG PARK, AND DISCUSSED GRANTS THAT THE COUNTY RECEIVES FOR OTHER IMPROVEMENTS (SPLASH PAD, TREE LIMB CLEARING, OUTDOOR LIGHTING) THAT COULD BE USED FOR SUCH A PROJECT AT HAMPTON SPRINGS AND ACROSS THE ROAD AS WELL.

NO ACTION WAS TAKEN BY THE BOARD THIS DATE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

24. THE BOARD TO CONSIDER APPROVAL OF MEVO PHONES/NEXT GEN CORE SERVICES, AS AGENDAED BY THE 911 COORDINATOR.

DISCUSSION:

911 COORDINATOR – THE 911 SERVICES AND SOFTWARE LICENSE AGREEMENT IS REQUIRED BY THE STATE.

COUNTY ATTORNEY – DISCUSSED THE AGREEMENT AND STATED THAT VENUE IS IN INDIANNA; WAIVER OF JURY TRIAL.

AK ASSOCIATES CAN SEND THE COUNTY ATTORNEY AN AGREEMENT TO REVIEW AND SEND BACK HIS RECOMMENDED CHANGES TO GO TO THEIR LEGAL DEPARTMENT.

THE BOARD CAN APPROVE THE AGREEMENT CONTINGENT ON MR. BISHOP SENDING HIS SUGGESTED CHANGES.

MOTION TO APPROVE THE AGREEMENT CONTINGENT ON AGREEMENT CHANGES BY THE COUNTY ATTORNEY BEING APPROVED.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman	X		X			
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: 911 SERVICES AND SOFTWARE LICENSE AGREEMENT

25. THE BOARD TO CONSIDER APPROVAL OF DACS CONTRACT AMENDMENT, AS AGENDAED BY JACK SMITH.

DISCUSSION:

COUNTY ATTORNEY – MADE BOARD AWARE IT IS A REDUCTION IN ACREAGE THAT'S COVERED.

COMMISSIONER NEWMAN – IS THERE A REASON?

COUNTY ADMINISTRATOR – ADVISED THAT SHE'S ASKED BUT HASN'T RECEIVED A RESPONSE.

MOTION TO APPROVE THE DACS CONTRACT AMENDMENT.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English						
Moody						
Newman	X					
Feagle		X				
Demps						

COMMISSIONER FEAGLE WITHDREW HER SECOND .

IT WAS A CONSENSUS OF THE BOARD TO TABLE APPROVAL UNTIL A REASON IS RECEIVED AS TO WHY THERE IS A REDUCTION IN COVERED ACREAGE.

26. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD) BOARD, AS AGENDAED BY LYNETTE SENTER, DISTRICT MANAGER.

DISCUSSION:

THE COUNTY ADMINISTRATOR HANDED OUT RANKING FORMS TO THE BOARD AND ADVISED THAT MS. SENTER IS ON THE PHONE FOR QUESTIONS.

COUNTY ATTORNEY – THE BEST APPLICANT IS RANKED WITH THE NUMBER 1.

RESULTS TABULATED BY THE COUNTY ATTORNEY AND STATED THE NO. 1 APPLICANT IS JAN WALKER.

MOTION TO APPOINT JAN WALKER TO THE TCWSD BOARD.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: RANKING FORMS AND TALLY SHEET

GENERAL BUSINESS:

**26-A.THE BOARD TO FURTHER DISCUSS THE PROJECT PROPOSAL FOR THE RESILIENT
FLORIDA GRANT PROGRAM.**

DISCUSSION:

COUNTY ADMINISTRATOR – STAFF HAS REVIEWED AND REMOVED REFERENCES TO FLOOD
MAPPING AND RECOMMENDS GOING FORWARD.

MOTION TO MOVE FORWARD WITH LETTER OF SUPPORT.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody			X			
Newman		X	X			
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY STAFF ITEMS:

- 27. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT, FINANCIAL PROJECT #436767-1-94-22 AND ADOPTION OF AUTHORIZING RESOLUTION FOR THE PERRY FOLEY AIRPORT DESIGN AND REHAB OF RUNWAY 12-30 LIGHTING AND SIGNAGE PROJECT, AS AGENDAED BY THE GRANTS WRITER.**

DISCUSSION:

MOTION TO AUTHORIZE THE COUNTY ATTORNEY TO READ RESOLUTION BY TITLE ONLY.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION TO APPROVE AGREEMENT AND ADOPT AUTHORIZING RESOLUTION.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: AUTHORIZING RESOLUTION AND GRANT AGREEMENT.

28. THE BOARD TO CONSIDER APPROVAL OF FAA WILDLIFE HAZARD MANAGEMENT GRANT APPLICATION AND TASK ORDER NO. 12 FOR THE PERRY-FOLEY AIRPORT, AS AGENDAED THE GRANTS WRITER.

DISCUSSION:

GRANTS WRITER – ANIMAL MITIGATION THAT ENCROACHES ON ROADWAY.

MOTION TO APPROVE GRANT APPLICATION AND TASK ORDER NO. 12.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman	X		X			
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: CORRESPONDENCE; GRANT APPLICATION; TASK ORDER NO. 12

COUNTY ATTORNEY ITEMS:

29. THE COUNTY ATTORNEY TO DISCUSS STEINHATCHEE MARINA AT DEADMAN’S BAY, LLC VERSUS TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PETITION FOR WRIT OF CERTIORARI.

DISCUSSION:

COUNTY ATTORNEY – I WOULD LIKE FOR TOMMY REEVES TO ASSIST WITH SAID PETITION.

MOTION TO HIRE ATTORNEY TOMMY REEVES TO ASSIST THE COUNTY ATTORNEY WITH THE ABOVE PETITION.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman	X		X			
Feagle			X			
Demps			X			

THE MOTION CARRIED.

COUNTY ADMINISTRATOR ITEMS:

30. THE BOARD TO CONTINUE DISCUSSIONS REGARDING COUNTY OWNED LOTS LOCATED IN KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

DISCUSSION:

HISTORY: THE BOARD HAS PREVIOUSLY VOTED TO SELL BOTH COUNTY OWNED PARCELS LOCATED ON MARINA DRIVE AT KEATON BEACH.

COUNTY ADMINISTRATOR – THE ADJACENT LANDOWNER FOR THE SMALLER OF THE TWO (2) LOTS HAS EXPRESSED AN INTEREST IN PURCHASING THE LOT, AND PRIOR TO SUBMITTING THEIR BID, HAS REACHED OUT WITH A QUESTION TO DETERMINE IF THE BOARD WILL REQUIRE A MINIMUM BID.

COMMISSIONER ENGLISH – WE WILL HAVE TO.

COUNTY ATTORNEY – HE WILL HAVE THE FIRST OPTION.

MOTION TO REQUIRE MINIMUM BID OF \$58,000 (APPRAISAL AMOUNT).

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody		X	X			
Newman			X			
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

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

1. JIM ZURBRICK, STEINHATCHEE – 1ST. AVENUE PAVING – SPEED LIMITS – WANTS TO KEEP GOLF CART DESIGNATION.
SOLID WASTE – THREE (3) LOTS WITH TWO (2) RV'S – ITS WRONG THAT THEY ONLY PAY \$46, THEY SHOULD BE PAYING MORE.
LAW SUIT ON DEADMAN'S BAY – ZONING/PLANNING BOARD DENIED THEM ON A COUPLE OF ISSUES; NEED TO PUT IN SOME SAFETY ITEMS.
2. MIKE WILLIAMS – WANT TO KEEP GOLF CART DESIGNATION IN STEINHATCHEE.
SOLID WASTE – EVERYONE SHOULD PAY
BRIDGE ON GRANGER – HE'S THE ONLY ONE WHO LIVES ON GRANGER. THE COUNTY SHOULDN'T SPEND DOLLARS THERE.

32. BOARD INFORMATIONAL ITEMS:

NONE

THE HOUR BEING APPROXIMATELY 7:10 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER ENGLISH, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: Thomas Demps

THOMAS DEMPS, Chair

ATTEST:

BY: Dannielle Welch

DANNIELLE WELCH, County Finance Director for
GARY KNOWLES, Clerk

SUNGARD PENTAMATION, INC.
DATE: 06/08/2022
TIME: 09:38:41

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '5017296' and '5017320'
ACCOUNTING PERIOD: 9/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0260	OLD LANDFILL	0.00	156.82
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0192	OLD FIRE HOUSE	0.00	69.05
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0513	STRICKLANDS LANDING	0.00	70.05
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0191	ECONFINA VOL FIRE DEP	0.00	30.77
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0522	GULF COAST ESTATES	0.00	22.97
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0260	OFFICE-RECYCLE/RECYCL	0.00	54.39
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0261	OFFICE-RECYCLE/SOLID	0.00	54.39
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0277	OFFICE-RECYCLE/MOSQUI	0.00	27.21
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0260	W US 98/RECYCLING	0.00	83.08
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0261	W US 98/SOLID WASTE	0.00	83.07
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0261	HWY 14 ROLL-OFF	0.00	68.66
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0165	STEIN COMMUNITY CENTE	0.00	247.38
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0162	STEINHATCHEE VOTING	0.00	54.96
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0457	HAMPTON SPRINGS RD	0.00	111.24
1011010	50173	11/03/14	000111	TRI-COUNTY ELECTRIC COOP	0463	AUCILLA BOAT RAMP	0.00	13.38
TOTAL CHECK							0.00	1,147.42
TOTAL CASH ACCOUNT							0.00	1,147.42
TOTAL FUND							0.00	1,147.42
TOTAL REPORT							0.00	100,910.17

SUNGARD PENTAMATION, INC.
 DATE: 06/08/2022
 TIME: 09:38:41

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '5017296' and '5017320'
 ACCOUNTING PERIOD: 9/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017296	05/20/22	000110	DUKE ENERGY FLORIDA, INC	0301	3/30-4/28/22	0.00	62.08
1011010	5017296	05/20/22	000110	DUKE ENERGY FLORIDA, INC	0301	3/31-4/29/22	0.00	189.59
1011010	5017296	05/20/22	000110	DUKE ENERGY FLORIDA, INC	0301	3/31-4/29/22	0.00	208.17
1011010	5017296	05/20/22	000110	DUKE ENERGY FLORIDA, INC	0301	3/31-4/29/22	0.00	102.97
TOTAL CHECK							0.00	562.81
1011010	5017297	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0301	3/24-4/23/22	0.00	31.48
1011010	5017297	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0301	3/24-4/23/22	0.00	30.73
1011010	5017297	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0301	3/24-4/23/22	0.00	41.11
1011010	5017297	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0301	3/30-4/28/22	0.00	18.97
TOTAL CHECK							0.00	122.29
1011010	5017298	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0301	4/21-5/18/22	0.00	13.51
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	JANITORIAL CLEANING	0.00	37.44
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	JANITORIAL CLEANING	0.00	17.84
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	URINAL SCREENS	0.00	21.79
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	JANITORIAL	0.00	70.44
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	JANITORIAL SUPPLIES	0.00	168.45
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	ALCOHOL WIPES	0.00	40.20
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	ANT SPRAY	0.00	48.68
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	CLEANERS	0.00	59.25
1011010	5017299	06/07/22	7474	AMAZON CAPITAL SERVICES,	105	LUBRICANTS NON PETROLE	0.00	16.99
TOTAL CHECK							0.00	481.08
1011010	5017300	06/07/22	6375	BEARD EQUIPMENT COMPANY,	0301	AT 194969 KEY	0.00	11.25
1011010	5017300	06/07/22	6375	BEARD EQUIPMENT COMPANY,	0301	AT346594 SAMPLE KIT	0.00	18.56
1011010	5017300	06/07/22	6375	BEARD EQUIPMENT COMPANY,	0301	FREIGHT	0.00	15.00
1011010	5017300	06/07/22	6375	BEARD EQUIPMENT COMPANY,	0301	TEST MEASURE - GRADER	0.00	2.37
TOTAL CHECK							0.00	47.18
1011010	5017301	06/07/22	6791	CAMPBELL'S AUTO REPAIR S	0301	SPARK PLUG #2	0.00	14.75
1011010	5017301	06/07/22	6791	CAMPBELL'S AUTO REPAIR S	0301	SPARK PLUG WIRES	0.00	85.62
1011010	5017301	06/07/22	6791	CAMPBELL'S AUTO REPAIR S	0301	REMOVE AND REPLACE SPA	0.00	165.00
1011010	5017301	06/07/22	6791	CAMPBELL'S AUTO REPAIR S	0301	IGNITION COIL #7	0.00	81.14
1011010	5017301	06/07/22	6791	CAMPBELL'S AUTO REPAIR S	0301	SHOP SUPPLIES - PICKUP	0.00	5.00
TOTAL CHECK							0.00	351.51
1011010	5017302	06/07/22	7591	CANON FINANCIAL SERVICES	0301	MONTHLY NASPO VALUE	0.00	74.40
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	3/4x13 SDS MAX BIT 008	0.00	47.99
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	BOXES 3/4 X 14 GALVANI	0.00	333.00
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	3/4 GALV WASHERS MIDWE	0.00	27.00
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	3/4 GALV WASHERS SKU#M	0.00	27.00
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	STRUCTURAL SCREWS 27/8	0.00	115.00
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	3/4 GALV LOCK WASHERS	0.00	28.50
1011010	5017303	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0301	HILTI REBAR CUTTER BIT	0.00	119.00
TOTAL CHECK							0.00	697.49
1011010	5017304	06/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	251.00
1011010	5017304	06/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	251.00
1011010	5017304	06/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	251.00

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FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	753.00
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	1,518.30
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	342.18
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	173.97
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	350.55
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	504.99
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	1,359.27
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	1,029.69
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	1,022.49
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	174.42
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	1,879.56
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	521.46
1011010	5017305	06/07/22	6685	CONRAO YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	509.40
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	883.08
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	318.06
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	872.10
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	339.66
1011010	5017305	06/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	851.76
TOTAL CHECK							0.00	12,650.94
1011010	5017306	06/07/22	000407	CRIBBS & SONS, INC.	0301	(2) TIRES AND FRONT EN	0.00	640.03
1011010	5017307	06/07/22	003306	FOULKE DISTRIBUTING, INC	105	OILS & FLUIDS	0.00	119.76
1011010	5017307	06/07/22	003306	FOULKE DISTRIBUTING, INC	105	LIBRICANTS NON PETROLE	0.00	179.40
1011010	5017307	06/07/22	003306	FOULKE DISTRIBUTING, INC	105	EQUIPMENT MISCELLANEOU	0.00	19.90
1011010	5017307	06/07/22	003306	FOULKE DISTRIBUTING, INC	105	LUBRICANTS NON PETROLE	0.00	79.80
TOTAL CHECK							0.00	398.86
1011010	5017308	06/07/22	003645	J.B.'S TIRE & REPAIR SER	0301	LABOR VALVE STEM	0.00	55.00
1011010	5017308	06/07/22	003645	J.B.'S TIRE & REPAIR SER	0301	DISMOUNT AND MOUNT - L	0.00	50.00
1011010	5017308	06/07/22	003645	J.B.'S TIRE & REPAIR SER	0301	PATCH - PICKUP - 5552	0.00	25.00
1011010	5017308	06/07/22	003645	J.B.'S TIRE & REPAIR SER	0301	NEW TIRE 205/75/14/FTP	0.00	118.99
TOTAL CHECK							0.00	248.99
1011010	5017309	06/07/22	6921	JONES WELDING&INDUSTRIAL	0301	0X282	0.00	15.90
1011010	5017310	06/07/22	003309	LIVE OAK PEST CONTROL, I	0301	5/10 PUBLIC WORKS	0.00	13.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	30X6X080 ALUM BLANK W/	0.00	154.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	24X6X080 ALUM BLANK W/	0.00	127.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	18X6X080 ALUM BLANK W/	0.00	127.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	24X6X080 ALUM BLANK W/	0.00	127.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	30X6X080 ALUM BLANK W/	0.00	154.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	SLOW MOVING VEHICLE OB	0.00	250.00
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	DELEINATOR POST 6'	0.00	298.00
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	105	4X8X080 ALUM BLANK W/P	0.00	130.00
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	0301	12(W)X42(H)X080 PRISM	0.00	126.50
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	0301	54X24X080 PRISM BROWN/	0.00	135.00
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	0301	SET UP FEE	0.00	35.00
1011010	5017311	06/07/22	001712	MUNICIPAL SUPPLY & SIGN	0301	ESTIMATED SHIPPING/HAN	0.00	125.00
TOTAL CHECK							0.00	1,791.00

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FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017312	06/07/22	6500	NEECE TIRE & AUTO SERVIC	105	138179674 11R225 H END	0.00	690.00
1011010	5017312	06/07/22	6500	NEECE TIRE & AUTO SERVIC	105	138813674 11R245 H END	0.00	1,961.32
1011010	5017312	06/07/22	6500	NEECE TIRE & AUTO SERVIC	105	11R245 H ENDURANCE RSA	0.00	1,402.08
1011010	5017312	06/07/22	6500	NEECE TIRE & AUTO SERVIC	105	11R225 H ENDURANCE RSA	0.00	1,380.00
1011010	5017312	06/07/22	6500	NEECE TIRE & AUTO SERVIC	105	FLORIDA STATE TIRE FEE	0.00	8.00
TOTAL CHECK							0.00	5,441.40
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	7548 BATTERY	0.00	135.61
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	G25235-0404 HYD HOSE F	0.00	27.30
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	G25230-0404 HYD HOSE F	0.00	10.76
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	70425 4MXTXREEL - GRAD	0.00	64.20
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	54-74818 POWER BRAKE B	0.00	185.99
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	3986 NAPAGOLD FUEL FIL	0.00	39.03
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	3969 NAPAGOLD FUEL FIL	0.00	79.42
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	P576926 FF WS SPIN - G	0.00	137.08
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	G20995-0416 HYD HOSE F	0.00	38.32
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	G20170-1616 HYD HOSE F	0.00	52.14
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	85495 ENVIRONFLUID HOS	0.00	169.38
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	1294069 PUMP - GRADER	0.00	699.00
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	843478 3YR WTY BAT	0.00	136.78
1011010	5017313	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	501 ENVIRONMENTAL CHAR	0.00	1.50
TOTAL CHECK							0.00	1,776.51
1011010	5017314	06/07/22	001407	RAGANS ACE HARDWARE, INC	0301	4LC82 BIT 22" 3/4" w/	0.00	77.50
1011010	5017314	06/07/22	001407	RAGANS ACE HARDWARE, INC	0301	#2238350	0.00	46.99
TOTAL CHECK							0.00	124.49
1011010	5017315	06/07/22	003024	SAFETY PRODUCTS INC.	105	PERSONAL PROTECTION	0.00	14.10
1011010	5017315	06/07/22	003024	SAFETY PRODUCTS INC.	105	PERSONAL PROTECTION	0.00	14.10
1011010	5017315	06/07/22	003024	SAFETY PRODUCTS INC.	105	PERSONAL PROTECTION	0.00	14.10
1011010	5017315	06/07/22	003024	SAFETY PRODUCTS INC.	105	PERSONAL PROTECTION	0.00	14.10
1011010	5017315	06/07/22	003024	SAFETY PRODUCTS INC.	105	PERSONAL PROTECTION	0.00	10.20
1011010	5017315	06/07/22	003024	SAFETY PRODUCTS INC.	105	PERSONAL PROTECTION	0.00	10.80
TOTAL CHECK							0.00	77.40
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTION	0.00	18.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	JANITORIAL CLEANING	0.00	37.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	CLEANING - PAPER PRODU	0.00	141.75
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	OTHER	0.00	64.80
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PAINT & RELATED ITEMS	0.00	70.68
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	JANITORIAL SUPPLIES	0.00	192.30
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTION	0.00	17.40
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	ESTIMATED SHIPPING/HAN	0.00	10.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	OTHER	0.00	7.20
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	OTHER	0.00	122.40
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTION	0.00	24.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTION	0.00	24.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTION	0.00	24.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	CLEANING - PAPER PRODU	0.00	148.50
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	CLEANING SUPPLIES	0.00	21.90
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	JANITORIAL	0.00	45.90

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1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	JANITORIAL CLEANING	0.00	11.70
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	ESTIMATED SHIPPING/HAN	0.00	10.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	CLEANING - PAPER PRODU	0.00	141.75
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	PAPER PRODUCTS	0.00	91.10
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	9" ROLL TISSUE PAPER	0.00	115.60
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	OTHER	0.00	86.40
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	0301	FLAT SHOVEL	0.00	112.38
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	0301	POST HOLE DIGGER	0.00	44.99
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	CLEANING - PAPER PRODU	0.00	99.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	0301	ESTIMATED SHIPPING/HAN	0.00	1.00
1011010	5017316	06/07/22	5079	TOM HORNE SUPPLY COMPANY	105	ESTIMATED SHIPPING/HAN	0.00	9.00
TOTAL CHECK							0.00	1,692.75
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0303	INV# 9905486151	0.00	47.41
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV# 9905486151	0.00	36.45
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV# 9905486151	0.00	69.45
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV# 9905486151	0.00	57.26
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV# 9905486151	0.00	23.27
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV-9905235728	0.00	4.67
1011010	5017317	06/07/22	6281	VERIZON WIRELESS SERVICE	0303	INV-9905235728	0.00	0.17
TOTAL CHECK							0.00	238.68
1011010	5017318	06/07/22	000119	WARE OIL & SUPPLY COMPAN	105	PETROLEUM PRODUCTS	0.00	22,773.07
1011010	5017318	06/07/22	000119	WARE OIL & SUPPLY COMPAN	105	PETROLEUM PRODUCTS	0.00	18,275.11
1011010	5017318	06/07/22	000119	WARE OIL & SUPPLY COMPAN	105	PETROLEUM PRODUCTS	0.00	20,371.80
TOTAL CHECK							0.00	61,419.98
1011010	5017319	06/07/22	003617	WHITEHEAD	105	BOTTLED WATER	0.00	95.66
1011010	5017319	06/07/22	003617	WHITEHEAD	105	OTHER	0.00	109.75
1011010	5017319	06/07/22	003617	WHITEHEAD	105	SURVEY STAKES 2 BUNDLE	0.00	77.98
1011010	5017319	06/07/22	003617	WHITEHEAD	105	BOTTLED WATER	0.00	95.66
TOTAL CHECK							0.00	379.05
1011010	5017320	06/07/22	6198	DALE YOUNG	0301	MILLING	0.00	3,250.00
1011010	5017320	06/07/22	6198	DALE YOUNG	0301	10 LOADS OF ASPHALT MI	0.00	6,500.00
TOTAL CHECK							0.00	9,750.00
TOTAL CASH ACCOUNT							0.00	99,762.75
TOTAL FUND							0.00	99,762.75

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FUND - 151 - SMALL COUNTY SALES SURTAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	XELERIS SECOND MONITOR	0.00	768.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	X4 DR ENGLISH LANGUAGE	0.00	38.40
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	TIP MOLECULAR IMAGING	0.00	1,757.18
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	X4 DR WS SPECT	0.00	42,240.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	XELERIS 4 EVOLUTION BU	0.00	5,760.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	4 DM SPECT FOR WORKSTA	0.00	8,064.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	XELERIS SECOND MONITOR	0.00	3,072.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	X4 DR ENGLISH LANGUAGE	0.00	153.60
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	TIP MOLECULAR IMAGING	0.00	7,028.71
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	X4 DR WS SPECT	0.00	10,560.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	XELERIS 4 EVOLUTION BU	0.00	1,440.00
1011010	67677	05/24/22	7770	GE PRECISION HEALTHCARE	1509	4 DM SPECT FOR WORKSTA	0.00	2,016.00
TOTAL CHECK							0.00	82,897.89
1011010	67693	06/07/22	7430	ALAN JAY AUTOMOTIVE MANA	1507	2021 CHEVY SILVERADO 1	0.00	26,238.00
1011010	67693	06/07/22	7430	ALAN JAY AUTOMOTIVE MANA	1507	FACTORY OPTIONS AND CO	0.00	9,745.32
TOTAL CHECK							0.00	35,983.32
TOTAL CASH ACCOUNT							0.00	118,881.21
TOTAL FUND							0.00	118,881.21

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67557	05/20/22	000110	DUKE ENERGY FLORIDA, INC	0489	2/23-4/25/22 REVISED	0.00	2,318.17
1011010	67558	05/20/22	7382	ABS TECHNOLOGY SOLUTIONS	0260	AGMT# 015-1408408-000	0.00	32.99
1011010	67558	05/20/22	7382	ABS TECHNOLOGY SOLUTIONS	0261	AGMT# 015-1408408-000	0.00	32.99
1011010	67558	05/20/22	7382	ABS TECHNOLOGY SOLUTIONS	0277	AGMT# 015-1408408-000	0.00	32.98
TOTAL CHECK							0.00	98.96
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0261	4/9-5/9/22	0.00	67.89
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0260	4/9-5/9/22	0.00	44.70
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0261	4/9-5/9/22	0.00	44.71
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0260	4/9-5/9/22	0.00	44.89
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0261	4/9-5/9/22	0.00	44.89
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0277	4/9-5/9/22	0.00	22.45
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0510	3/30-4/28/22	0.00	88.65
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0511	3/30-4/28/22	0.00	44.53
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0512	3/30-4/28/22	0.00	78.41
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0453	3/24-4/23/22	0.00	209.09
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0453	3/24-4/23/22	0.00	46.24
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0191	4/9-5/9/22	0.00	30.77
1011010	67559	05/20/22	000111	TRI-COUNTY ELECTRIC COOP	0260	4/9-5/9/22	0.00	104.74
TOTAL CHECK							0.00	871.96
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	122.35
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	18.37
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	121.07
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	13.48
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	805.63
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	67.90
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	37.78
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	123.20
1011010	67660	05/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	6.54
TOTAL CHECK							0.00	1,316.32
1011010	67661	05/20/22	002928	AFLAC	001	DED:1505 AFLAC	0.00	241.96
1011010	67661	05/20/22	002928	AFLAC	001	DED:1506 AFLAC-PT	0.00	806.43
TOTAL CHECK							0.00	1,048.39
1011010	67662	05/20/22	5760	AMERICAN GENERAL LIFE &	001	DED:1450 AIG LIFE	0.00	57.07
1011010	67662	05/20/22	5760	AMERICAN GENERAL LIFE &	001	DED:1451 AIG LIFE	0.00	57.06
TOTAL CHECK							0.00	114.13
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1712 DENTAL	0.00	25.60
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1718 DENTAL	0.00	51.23
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1706 DENTAL-PT	0.00	74.64
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1704 DENTAL-PT	0.00	281.60
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1705 DENTAL-PT	0.00	307.32
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1707 DENTAL-PT	0.00	359.94
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	BRYANT	0.00	51.23
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	LEVERETTE	0.00	25.61
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	M. PAGE	0.00	51.23
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	WILLIAMS	0.00	51.23
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1708 DENTAL	0.00	25.62

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SELECTION CRITERIA: transact.check_no between '67557' and '67780'
 ACCOUNTING PERIOD: 9/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1702 DENTAL-PT	0.00	74.64
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1700 DENTAL-PT	0.00	281.82
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1701 DENTAL-PT	0.00	307.44
1011010	67663	05/20/22	7353	BCC GENERAL FUND - DENTA	001	DED:1703 DENTAL-PT	0.00	411.36
TOTAL CHECK							0.00	2,380.51
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1111 HEALTH	0.00	56.87
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1105 HEALTH-PT	0.00	454.96
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1106 HEALTH-PT	0.00	886.14
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1104 HEALTH-PT	0.00	1,362.30
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1108 HEALTH-PT	0.00	454.96
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1109 HEALTH-PT	0.00	886.14
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1107 HEALTH-PT	0.00	1,271.48
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1101 HEALTH	0.00	5,000.94
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1102 HEALTH	0.00	7,614.96
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1100 HEALTH	0.00	14,205.00
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1103 HEALTH	0.00	57,599.38
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	REF MULLINS HEALTH	0.00	-90.82
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	REF MULLINS DENTAL	0.00	-51.42
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1114 HEALTH	0.00	56.87
1011010	67664	05/20/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1125 HEALTH	0.00	181.64
TOTAL CHECK							0.00	89,889.40
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	0110	CTY ADMIN	0.00	0.30
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1409 VOL LIFE	0.00	354.35
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1408 DEP LIFE	0.00	10.50
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1403 LIFE INS.	0.00	12.88
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1407 LIFE INS.	0.00	64.50
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1409 VOL LIFE	0.00	352.95
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	BRYANT	0.00	4.44
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	CARTER	0.00	2.39
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	EVANS	0.00	1.60
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	GREENE	0.00	2.39
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	HAWKINS	0.00	3.41
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	HAYDEN	0.00	4.44
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	LEVERETTE	0.00	1.52
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	LEVINGSTON	0.00	3.41
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	MANN	0.00	4.44
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	PADGETT	0.00	2.28
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	M. PAGE	0.00	2.39
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	T. PAGE	0.00	6.83
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	PARKER	0.00	3.41
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	ROSS	0.00	3.41
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	C. SADLER	0.00	4.44
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	E. SADLER	0.00	2.28
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	TAYLOR	0.00	6.83
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	WHIDDON	0.00	6.83
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	WILLIAMS	0.00	0.53
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	WOODS	0.00	0.53
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	0250	C. BEACH	0.00	4.86
1011010	67665	05/20/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1402 LIFE INS.	0.00	365.23
TOTAL CHECK							0.00	1,233.37

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1302 VISION-PT	0.00	65.34
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1309 VISION PT	0.00	65.45
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	BRYANT	0.00	5.95
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	PAGE	0.00	11.91
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	HAYDEN	0.00	5.95
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	TAYLOR	0.00	5.95
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	ROSS	0.00	11.91
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	WHIDDON	0.00	5.95
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1305 VISION	0.00	2.98
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1310 VISION PT	0.00	6.30
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1301 VISION-PT	0.00	48.20
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1308 VISION PT	0.00	65.56
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1300 VISION-PT	0.00	65.56
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1306 VISION	0.00	2.97
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1311 VISION PT	0.00	6.29
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1307 VISION	0.00	11.91
1011010	67666	05/20/22	7352	BCC GENERAL FUND-VISION	001	DED:1303 VISION-PT	0.00	48.15
TOTAL CHECK							0.00	436.33
1011010	67667	05/20/22	002841	BOARD OF CO. COMM. - GEN	001	DED:2006 CELL PHONE	0.00	200.00
1011010	67668	05/20/22	7441	CHILD SUPPORT SERVICES(S	001	DED:1207 CHILD SUPP	0.00	166.23
1011010	67669	05/20/22	7813	DAVID COLLINS	001	REFUND COLLINS	0.00	85.76
1011010	67670	05/20/22	7367	GREGORY MULLINS	001	REF HEALTH	0.00	90.82
1011010	67670	05/20/22	7367	GREGORY MULLINS	001	REF DENTAL	0.00	51.42
TOTAL CHECK							0.00	142.24
1011010	67671	05/20/22	7331	HOWARD MURRAY	001	REF MURRAY HEALTH	0.00	147.69
1011010	67671	05/20/22	7331	HOWARD MURRAY	001	REF MURRAY LIFE	0.00	6.50
TOTAL CHECK							0.00	154.19
1011010	67672	05/20/22	002953	I.B.E.W. UNION	001	DED:1900 UNION DUES	0.00	35.00
1011010	67673	05/20/22	L2181025	NATIONWIDE RETIREMENT SO	001	DED:2002 DEFER.COMP	0.00	675.00
1011010	67674	05/20/22	7499	THE CHAPTER13 TRUSTEE	001	DED:1813 GARNISHMNT	0.00	144.00
1011010	67675	05/20/22	7667	TREASURER OF VIRGINA	001	DED:1209 CHILD SUPP	0.00	11.54
1011010	67676	05/20/22	L2183150	UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	40.00
1011010	67678	06/02/22	002928	AFLAC	001	DED:1500 AFLAC	0.00	241.96
1011010	67678	06/02/22	002928	AFLAC	001	DED:1501 AFLAC-PT	0.00	806.44
TOTAL CHECK							0.00	1,048.40
1011010	67679	06/02/22	7441	CHILD SUPPORT SERVICES(S	001	DED:1207 CHILD SUPP	0.00	166.23
1011010	67680	06/02/22	7813	DAVID COLLINS	001	COLLINS REFUND	0.00	25.20

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SELECTION CRITERIA: transact.check_no between '67557' and '67780'
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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67681	06/02/22	003066	LIBERTY NATIONAL	001	DED:1600 LIBERTY-PT	0.00	143.43
1011010	67681	06/02/22	003066	LIBERTY NATIONAL	001	DED:1601 LIBERTY	0.00	36.57
TOTAL CHECK							0.00	180.00
1011010	67682	06/02/22	L2181025	NATIONWIDE RETIREMENT SO	001	DED:2002 DEFER.COMP	0.00	675.00
1011010	67683	06/02/22	7499	THE CHAPTER13 TRUSTEE	001	DED:1813 GARNISHMNT	0.00	144.00
1011010	67684	06/02/22	7667	TREASURER OF VIRGINA	001	DED:1209 CHILD SUPP	0.00	11.54
1011010	67685	06/02/22	L2183150	UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	40.00
1011010	67686	06/02/22	6670	WARREN G MORRELL JR	001	MORRELL REFUND	0.00	3.54
1011010	67687	06/03/22	000063	CITY OF PERRY	0160	4/5-5/3/22	0.00	154.01
1011010	67687	06/03/22	000063	CITY OF PERRY	0160	4/5-5/3/22	0.00	142.49
1011010	67687	06/03/22	000063	CITY OF PERRY	0162	4/15-5/12/22	0.00	60.92
1011010	67687	06/03/22	000063	CITY OF PERRY	0164	4/5-5/3/22	0.00	84.35
1011010	67687	06/03/22	000063	CITY OF PERRY	0123	4/6-5/4/22	0.00	46.84
1011010	67687	06/03/22	000063	CITY OF PERRY	0250	4/7-5/5/22	0.00	67.30
1011010	67687	06/03/22	000063	CITY OF PERRY	0261	4/15-5/13/22	0.00	27.19
1011010	67687	06/03/22	000063	CITY OF PERRY	0261	4/15-5/13/22	0.00	22.19
TOTAL CHECK							0.00	605.29
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0229	4/23-5/20/22	0.00	113.45
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0174	4/28-5/25/22	0.00	451.42
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0123	4/28-5/25/22	0.00	704.16
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0164	4/29-5/26/22	0.00	860.74
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0169	4/29-5/26/22	0.00	32.15
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0162	4/29-5/26/22	0.00	32.31
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0160	4/29-5/26/22	0.00	5,386.12
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0473	3/29-5/3/22	0.00	336.02
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0473	2/25-4/27/22	0.00	113.70
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0448	4/9-5/9/22	0.00	114.79
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	4010	4/23-5/20/22	0.00	31.25
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0172	4/23-5/20/22	0.00	132.66
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/23-5/20/22	0.00	41.79
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/23-5/20/22	0.00	118.22
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/26-5/23/22	0.00	30.41
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/26-5/23/22	0.00	69.10
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/26-5/23/22	0.00	30.76
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/26-5/23/22	0.00	279.80
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0500	4/23-5/20/22	0.00	30.45
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0419	4/26-5/23/22	0.00	146.38
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0192	4/26-5/23/22	0.00	17.02
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0489	4/26-5/23/22	0.00	3,004.21
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0489	4/23-5/20/22	0.00	30.71
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0261	4/29-5/26/22	0.00	39.36
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0261	4/26-5/23/22	0.00	94.21
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0250	4/28-5/25/22	0.00	190.75
1011010	67689	06/03/22	000110	DUKE ENERGY FLORIDA, INC	0250	4/28-5/25/22	0.00	356.33
TOTAL CHECK							0.00	12,788.27

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67690	06/03/22	7382	ABS TECHNOLOGY SOLUTIONS	0164	AGMT# 025-1499967-000	0.00	161.09
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0192	4/15-5/14/22	0.00	35.03
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0192	4/15-5/14/22	0.00	42.15
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0162	4/15-5/14/22	0.00	53.50
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0165	4/15-5/14/22	0.00	208.11
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0162	4/23-5/23/22	0.00	30.77
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0192	4/23-5/23/22	0.00	250.09
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0261	4/23-5/23/22	0.00	64.84
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0261	4/23-5/23/22	0.00	83.63
1011010	67691	06/03/22	000111	TRI-COUNTY ELECTRIC COOP	0261	4/15-5/14/22	0.00	106.71
TOTAL CHECK							0.00	874.83
1011010	67692	06/03/22	5096	WASTE PRO - TALLAHASSEE	0160	INV# 0002315661	0.00	244.77
1011010	67692	06/03/22	5096	WASTE PRO - TALLAHASSEE	0430	INV# 0002315664	0.00	109.08
TOTAL CHECK							0.00	353.85
1011010	67694	06/07/22	000112	660 - CONSOLIDATED COMMU	0237	6/1-6/30/22	0.00	1,381.04
1011010	67694	06/07/22	000112	660 - CONSOLIDATED COMMU	0237	6/1-6/30/22	0.00	409.68
TOTAL CHECK							0.00	1,790.72
1011010	67695	06/07/22	7413	ADVANCED PROP. EXPOSURE	0192	SMART INSPECT	0.00	996.00
1011010	67695	06/07/22	7413	ADVANCED PROP. EXPOSURE	0192	SMART CAPTURE	0.00	660.00
TOTAL CHECK							0.00	1,656.00
1011010	67696	06/07/22	6491	ADAPCO, INC.	0281	VMX VECTOMAX WSP - 800	0.00	1,528.00
1011010	67696	06/07/22	6491	ADAPCO, INC.	0281	ENVIRONMENTAL LIABILIT	0.00	38.00
TOTAL CHECK							0.00	1,566.00
1011010	67697	06/07/22	001887	ADVANCED BUSINESS SYSTEM	0192	ACCT# TC31	0.00	77.25
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0277	EXCMARK 2 PACK SHEPHER	0.00	71.97
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0261	ARCMATE EZ REACHER PRO	0.00	242.50
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0261	18 INCH 26 POUND HEAVY	0.00	206.97
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0250	HUMANE WAY FOLDING 50	0.00	260.47
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0250	HUMANE WAY 42 INCH FOL	0.00	123.90
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0277	LICB CR2032 3V BATTERY	0.00	5.00
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0277	BLAZON TOOLS DIGITAL A	0.00	63.58
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING	0.00	10.34
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0270	YTK IRON DRUM BUNG WRE	0.00	17.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0277	LONG TURKEY BASTER (MO	0.00	7.13
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0191	R134A 12OZ RECHARGE	0.00	199.92
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0191	10 AMP ONBOARD CHARGER	0.00	98.21
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0191	NOCO AC PORT PLUG	0.00	22.63
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0191	WATER PUMP STARTER	0.00	64.96
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0261	LH-GUARD SECURITY MIRR	0.00	48.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0110	TEINO REMANUFACTURED T	0.00	43.89
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	BULLETIN BOARD SUPPLIE	0.00	5.09
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	BULLETIN BOARD SUPPLIE	0.00	32.84
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	FISH FOR BULLETIN BOAR	0.00	9.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	BULLETIN BOARD FOAM SP	0.00	15.56

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	JELLYFISH FOR BULLETIN	0.00	16.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	BULLETIN BOARD CLOUD P	0.00	9.69
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	BASKET COFFEE FILTERS	0.00	3.98
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0430	ESTIMATED SHIPPING/HAN	0.00	9.16
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0283	THE COMPLETE GUIDE TO	0.00	10.95
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0283	CANNING KIT WITH MAGNE	0.00	21.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0283	THE ALL NEW BALL BOOK	0.00	17.08
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0283	BALL PINT JAR, REGULAR	0.00	25.90
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0283	ESTIMATED SHIPPING/HAN	0.00	12.42
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0215	ASIN B07S3Z6CHH - 6-PA	0.00	13.85
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0215	ASIN - B07PZFC4Y3 - YE	0.00	30.98
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0215	ASIN - B07ZWM9J9X - RE	0.00	32.98
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0215	ASIN - B001E6D3W6 - PI	0.00	25.96
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0215	ASIN - B001B0F35U - RE	0.00	15.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0215	ASIN - B001B0D55A - PE	0.00	15.44
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0113	ELECTRONIC WIPES STREA	0.00	16.97
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0113	DUAL PORT USB-C WALL P	0.00	16.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0113	3 IN 1 MULTI-FUNCTION	0.00	8.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0113	CAR CHARGER, 150W 2-SO	0.00	18.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	SHIPPING	0.00	5.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN B00009L1WG - OIC	0.00	34.75
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN - B09SFW9X6Y - RU	0.00	11.00
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN - B08R143QBN - MA	0.00	6.97
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN - B000061F67 - SC	0.00	13.99
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN - B004RTNWP0 - ST	0.00	13.79
1011010	67698	06/07/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN - B01LYHE49W - 1/	0.00	12.33
TOTAL CHECK							0.00	1,976.05
1011010	67699	06/07/22	001327	ANDERSON COLUMBIA COMPAN	0349	PROJECT 2016-011-ENG	0.00	104,334.57
1011010	67700	06/07/22	7302	AQUAMASTER IRRIGATION, I	0473	SPORTS COMPLEX IRRIGAT	0.00	9,480.00
1011010	67700	06/07/22	7302	AQUAMASTER IRRIGATION, I	0473	REPAIR - PUMP REMOVAL/	0.00	980.00
TOTAL CHECK							0.00	10,460.00
1011010	67701	06/07/22	002420	AUCILLA AREA SOLID WASTE	0261	LANDFILL CHARGES	0.00	28,452.00
1011010	67701	06/07/22	002420	AUCILLA AREA SOLID WASTE	0262	TRAN. EQUAL COSTS	0.00	44,000.00
TOTAL CHECK							0.00	72,452.00
1011010	67702	06/07/22	003847	BEGGS FUNERAL HOME PERRY	0150	PICKUP -ROTATION CALL	0.00	277.00
1011010	67702	06/07/22	003847	BEGGS FUNERAL HOME PERRY	0150	TRANSPORT TO MED EX	0.00	198.00
TOTAL CHECK							0.00	475.00
1011010	67703	06/07/22	002582	BIG BEND MARINE, INC.	0500	500' ROPE	0.00	280.00
1011010	67704	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0277	BLANKET FOR MAY 2022	0.00	4.19
1011010	67704	06/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0472	PRE MIX CONCRETE	0.00	51.92
TOTAL CHECK							0.00	56.11
1011010	67705	06/07/22	004389	CENTURYLINK	0164	ACCT- 58514406	0.00	25.00
1011010	67706	06/07/22	6102	CHILDREN'S HOME SOCIETY	0150	MEDICAL EXAMS	0.00	750.00
1011010	67706	06/07/22	6102	CHILDREN'S HOME SOCIETY	0150	MEDICAL EXAMS	0.00	2,000.00

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	2,750.00
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	26.07
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	53.13
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	26.07
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	53.13
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	26.07
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	53.13
1011010	67707	06/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
TOTAL CHECK							0.00	342.60
1011010	67708	06/07/22	5976	CITY ELECTRIC SUPPLY, IN	0200	ITEM # KT-LED45HID-H-E	0.00	1,400.00
1011010	67708	06/07/22	5976	CITY ELECTRIC SUPPLY, IN	0200	FUSION 15W LED T8 G13	0.00	1,050.00
1011010	67708	06/07/22	5976	CITY ELECTRIC SUPPLY, IN	0200	15W LED G13 850 SE BYP	0.00	350.00
TOTAL CHECK							0.00	2,800.00
1011010	67709	06/07/22	5643	COMCAST OF TALLAHASSEE,	0723	ACCT-8535101790075629	0.00	86.90
1011010	67710	06/07/22	003956	D.E. BARNES, INC.	0261	PICK UP SCRAP TIRES	0.00	1,671.00
1011010	67711	06/07/22	6180	DANA SOUTHERLAND	0902	JUNE REQUISITION	0.00	50,034.66
1011010	67712	06/07/22	7117	DBT TRANSPORTATION SERVI	0500	ANNUAL NADIN SUBSCRIPT	0.00	1,000.00
1011010	67713	06/07/22	7167	THOMAS DEMPS	0105	CHAIRMAN EXPENSES	0.00	50.00
1011010	67714	06/07/22	7442	DENNIS W KNIGHT	0350	5/1-5 TRAVEL EXP	0.00	773.15
1011010	67715	06/07/22	002300	STATE OF FLORIDA	0719	ACCT-# DI3-130411314	0.00	0.84
1011010	67715	06/07/22	002300	STATE OF FLORIDA	0601	ACCT# DI3-133094942	0.00	0.73
1011010	67715	06/07/22	002300	STATE OF FLORIDA	0237	ACCT- F10-20296	0.00	682.27
TOTAL CHECK							0.00	683.84
1011010	67716	06/07/22	000192	DEPT.OF BUSINESS & PROFE	0489	CHAIR LIFT LICENSE REN	0.00	75.00
1011010	67717	06/07/22	6279	DIAMOND DRUGS, INC.	0200	FEBRUARY 2022	0.00	2,574.35
1011010	67717	06/07/22	6279	DIAMOND DRUGS, INC.	0200	APRIL 2022	0.00	2,989.40
1011010	67717	06/07/22	6279	DIAMOND DRUGS, INC.	0200	MARCH 2022	0.00	3,142.46
TOTAL CHECK							0.00	8,706.21
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0111	APRIL DRUG SCREENS	0.00	200.00
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/22 R. BUZBEE	0.00	786.60
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/2 M. CLAVERIE	0.00	324.00
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/30 S. FERGUSON	0.00	1,122.00
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/14 C. JOHNSON	0.00	332.63
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/4 J. LEPINE	0.00	1,307.07
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/6 J. PIPPIN	0.00	772.20
1011010	67718	06/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0200	3/9 J.WRIGHT	0.00	776.40
TOTAL CHECK							0.00	5,620.90

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67719	06/07/22	6394	DS WATERS OF AMERICA, IN	0430	ACCT- 20987373508658	0.00	70.41
1011010	67720	06/07/22	003949	ED STRAKA EQUIPMENT REPA	0500	REPAIR TO THE AIRPORT	0.00	200.00
1011010	67721	06/07/22	003022	ESRI HEADQUARTERS	0113	ARCGIS ENTERPRISE WORK	0.00	1,250.00
1011010	67722	06/07/22	7814	EYE ASSOCIATES OF TALLAH	0200	3/14 C. JOHNSON	0.00	155.00
1011010	67723	06/07/22	5312	FLORIDA AIRPORT MANAGERS	0500	ANNUAL MEMBERSHIP FLOR	0.00	330.00
1011010	67724	06/07/22	7292	FORTNER FURNITURE, INC	0164	121667 - 8,000 BTU WIN	0.00	279.00
1011010	67725	06/07/22	6816	GOVERNMENT SERVICES GROU	2202	4/1-4/30/22 PROF SVC	0.00	226.25
1011010	67726	06/07/22	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	5,000.00
1011010	67727	06/07/22	7174	GUJJAR JATT CORPORATION	0192	2/26-5/17/22	0.00	1,769.19
1011010	67728	06/07/22	6426	GULF COAST PLUMBING&ELEC	0473	IOS-CMP-U, SENSOR, CEI	0.00	119.90
1011010	67729	06/07/22	6429	ICS CREMATION & FUNERAL	0150	REMOVAL-L. KOHNLE	0.00	450.00
1011010	67730	06/07/22	003645	J.B.'S TIRE & REPAIR SER	0330	205/75/15 POERKING MAX	0.00	264.60
1011010	67730	06/07/22	003645	J.B.'S TIRE & REPAIR SER	0330	FLORIDA TIRE POLUTION	0.00	2.00
TOTAL CHECK							0.00	266.60
1011010	67731	06/07/22	000873	JACK'S BOATS & TRAILERS,	0191	POLARIS UTV REPAIR - E	0.00	211.94
1011010	67732	06/07/22	6020	NATURE COAST SERVICES, L	0150	REMOVAL - R. CARLTON	0.00	600.00
1011010	67732	06/07/22	6020	NATURE COAST SERVICES, L	0150	REMOVAL - G. NETTLES	0.00	600.00
TOTAL CHECK							0.00	1,200.00
1011010	67733	06/07/22	000068	KONE, INC.	0160	5/1-5/31 COURTHOUSE	0.00	1,229.58
1011010	67734	06/07/22	6485	KONICA MINOLTA BUSINESS	0237	36 MONTH LEASE (PER MO	0.00	135.01
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0123	5/16 SOE	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0174	5/13 DL OFFICE	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0250	5/3 ANIMAL CONTROL	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0166	3/3 HISTORICAL SOC	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0164	3/9 ADMIN COMPLEX	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0165	5/25 STEIN. COMM CTR	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0500	5/26 AIRPORT	0.00	13.50
1011010	67735	06/07/22	003309	LIVE OAK PEST CONTROL, I	0172	5/26 CAP BLDG	0.00	13.50
TOTAL CHECK							0.00	108.00
1011010	67736	06/07/22	6411	MICROSOFT CORPORATION	0113	4/24-5/23/22 SERVICES	0.00	238.00
1011010	67736	06/07/22	6411	MICROSOFT CORPORATION	0113	4/24-5/23/22 SERVICES	0.00	72.00
1011010	67736	06/07/22	6411	MICROSOFT CORPORATION	0113	4/24-5/23/22 SERVICES	0.00	2.00
TOTAL CHECK							0.00	312.00
1011010	67737	06/07/22	5150	MUSCO CORPORATION	0473	F60-01-06 10A FUSE	0.00	114.00

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67737	06/07/22	5150	MUSCO CORPORATION	0473	F60-12-00 5A FUSE	0.00	12.00
1011010	67737	06/07/22	5150	MUSCO CORPORATION	0473	R49-13-00 GREY RELAY	0.00	40.00
1011010	67737	06/07/22	5150	MUSCO CORPORATION	0473	30A CONTRACTOR	0.00	1,008.00
1011010	67737	06/07/22	5150	MUSCO CORPORATION	0473	ESTIMATED SHIPPING/HAN	0.00	70.13
TOTAL CHECK							0.00	1,244.13
1011010	67738	06/07/22	7489	NORTH FLORIDA PROFESSION	0349	TASK ORDER NO TWO_CEI_	0.00	14,665.00
1011010	67739	06/07/22	7819	ODIORNE INSURANCE LLC	0200	5/22-5/23 BOILER INS	0.00	1,035.20
1011010	67740	06/07/22	7815	ODP BUSINESS SOLUTIONS,	0110	ITEM 475809 OFFICE DEP	0.00	8.05
1011010	67740	06/07/22	7815	ODP BUSINESS SOLUTIONS,	0110	ITEM 844803 OFFICE DEP	0.00	16.46
1011010	67740	06/07/22	7815	ODP BUSINESS SOLUTIONS,	0110	ITEM 825190 OFFICE DEP	0.00	8.78
1011010	67740	06/07/22	7815	ODP BUSINESS SOLUTIONS,	0110	ITEM 550657 POST IT NO	0.00	15.18
1011010	67740	06/07/22	7815	ODP BUSINESS SOLUTIONS,	0110	ITEM 6858813 PENTEL EN	0.00	6.98
TOTAL CHECK							0.00	55.45
1011010	67741	06/07/22	000166	KETCHUM, WOOD, AND BURGE	0150	5/22 BILLING PERIOD	0.00	17,561.00
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	ADHESIVE REAR VIEW MIR	0.00	4.69
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	9006 HEADLIGHT	0.00	8.29
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	FUEL FILTER	0.00	7.66
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	ADAPTERS	0.00	12.94
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	FUEL FILTERS	0.00	25.31
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	NAPA TEMP NEW AC KIT	0.00	438.16
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	BATTERY	0.00	135.61
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	ENVIRONMENTAL CHARGE	0.00	1.50
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	R134A ALUM MANIF ST	0.00	195.00
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0172	5545GB GALV GREASED HU	0.00	52.95
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0172	6-022 2016 CHEVY EXPRE	0.00	29.38
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0250	7565 2 YR WARRANTY BAT	0.00	144.71
1011010	67742	06/07/22	000082	PERRY AUTO SUPPLY, INC.	0250	501 ENVIRONMENTAL CHAR	0.00	1.50
TOTAL CHECK							0.00	1,057.70
1011010	67743	06/07/22	000124	PERRY NEWSPAPERS, INCORP	0215	5/20 NOTICE PUB HEAR	0.00	58.62
1011010	67743	06/07/22	000124	PERRY NEWSPAPERS, INCORP	0106	5/11&5/18 INV TO BID	0.00	204.47
TOTAL CHECK							0.00	263.09
1011010	67744	06/07/22	000608	PHOTOS, FRAMES & TROPHIE	0500	FRAMES AND MOUNTING FO	0.00	350.00
1011010	67745	06/07/22	003832	PONDER'S	0164	COPY PAPER (CASE)	0.00	429.90
1011010	67746	06/07/22	6387	PPM SPORTS TURF, LLC.	0473	SPRING INSECTICIDE	0.00	5,502.25
1011010	67747	06/07/22	7818	SIGNATURE AVIATION HOLDI	4010	ANNUAL MAINTENANCE CON	0.00	1,995.00
1011010	67747	06/07/22	7818	SIGNATURE AVIATION HOLDI	4010	ANNUAL CLOUD STORAGE,	0.00	480.00
TOTAL CHECK							0.00	2,475.00
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0473	3 SPRINKLER HEADS	0.00	38.97
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR MAY 202	0.00	18.99
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR MAY 202	0.00	19.99
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR MAY 202	0.00	6.99

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR MAY 202	0.00	40.88
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0487	PADDLE SINK FOR BASEBA	0.00	76.99
1011010	67748	06/07/22	001407	RAGANS ACE HARDWARE, INC	0487	36" REPLACEMENT HOSES	0.00	29.98
TOTAL CHECK							0.00	232.79
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	BLOW POPS	0.00	11.12
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	CHIPS	0.00	33.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	JAMMERS	0.00	22.92
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	PICKLES	0.00	39.36
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	GATORADE	0.00	297.60
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	PROPEL	0.00	45.92
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HOTDOG BUNS	0.00	62.40
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HAMBURGER BUNS	0.00	62.40
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	CHESSE	0.00	13.76
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HOT DOGS	0.00	125.72
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HAMBURGER	0.00	174.90
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	WATER	0.00	15.92
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	NAPKINS	0.00	33.54
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	20 OZ CUPS	0.00	43.92
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	FOIL WRAPS	0.00	49.90
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	BLOW POPS	0.00	11.12
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	NAPKINS	0.00	-11.68
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	SKITTLES	0.00	167.88
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	REESES	0.00	55.04
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	SNICKERS	0.00	71.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	PLAIN MM	0.00	71.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	PEANUT MM	0.00	71.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	TWIX	0.00	55.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	GLOVES	0.00	8.98
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	NOW & LATER	0.00	12.12
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	PICKLES	0.00	-19.68
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	GATORADE	0.00	-74.40
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	RING POPS	0.00	41.12
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	ICEE TUBES	0.00	28.26
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	SKITTLES	0.00	55.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	TWIX	0.00	55.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	CHIPS	0.00	33.96
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	KOOLAID JAMMERS	0.00	22.92
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	PICKLES	0.00	39.36
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HOTDOG BUNS	0.00	66.24
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HAMBURGER BUNS	0.00	43.20
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	CHEESE	0.00	25.44
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HOTDOGS	0.00	134.70
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	HAMBURGER	0.00	244.86
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	WATER	0.00	19.90
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	MAYO	0.00	9.73
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	KETCHUP	0.00	15.88
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	FOIL WRAPS	0.00	33.98
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	CUPS	0.00	23.36
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	GATORADE	0.00	297.60
1011010	67749	06/07/22	003025	SAM'S CLUB DIRECT	0487	BLOW POP	0.00	22.24
TOTAL CHECK							0.00	2,669.23

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67750	06/07/22	7811	ATLANTIC & GULF MARITIME	1104	DERELICT VESSEL REMOVA	0.00	6,350.00
1011010	67750	06/07/22	7811	ATLANTIC & GULF MARITIME	1104	REMOVAL OF DERLICT VESS	0.00	4,000.00
TOTAL CHECK							0.00	10,350.00
1011010	67751	06/07/22	003892	SOUTHERN COMPUTER WAREHO	0113	MICRON TECHNOLOGY - CR	0.00	69.95
1011010	67752	06/07/22	5595	SPORTSMAN'S MARKET, INC.D	0500	AIRPORT VEHICLE FLAG 7	0.00	124.75
1011010	67752	06/07/22	5595	SPORTSMAN'S MARKET, INC.D	0500	SHIPPING	0.00	15.95
TOTAL CHECK							0.00	140.70
1011010	67753	06/07/22	6721	STATE ATTORNEY'S OFFICE	0602	JUNE 2022	0.00	833.67
1011010	67754	06/07/22	6722	STATE ATTORNEY'S OFFICE	0602	JUNE 2022	0.00	2,807.38
1011010	67755	06/07/22	7168	STATE ATTORNEY'S OFFICE-	0602-B	JUNE REQUISITION	0.00	1,504.91
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0473	BLANKET FOR MAY	0.00	61.95
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0473	BLANKET FOR MAY	0.00	106.40
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0473	BLANKET FOR MAY	0.00	39.47
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	784061 INT S/G BRIGHT	0.00	204.99
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	781576 SAFETY YELLOW E	0.00	42.99
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	772335 3PC 4" BL GP P	0.00	6.99
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	542881 3/4" X60 VINYL	0.00	6.98
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	780836 INT S/G BRI	0.00	214.95
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	772288 BL WOOST KNI	0.00	37.96
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	311004 BL PREMIUM AS	0.00	25.98
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	311004 3/16" V QUA	0.00	3.99
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	266248 100Z PNLGNLD	0.00	23.96
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	380067 80 G DRYWALL	0.00	4.29
1011010	67756	06/07/22	6950	STUDSTILL'S OF PERRY, IN	0200	773891 5 GAL METAL	0.00	6.49
TOTAL CHECK							0.00	787.39
1011010	67757	06/07/22	7620	TAYLOR COUNTY CLERK OF C	0905	3RD QTR REQUISITION	0.00	248,791.75
1011010	67758	06/07/22	000234	TAYLOR COUNTY DEVELOPMEN	0340	2021/2022 BUDGET	0.00	100,000.00
1011010	67759	06/07/22	002451	TAYLOR COUNTY PUBLIC HEA	0200	9/21/21 K. WIMBERLEY	0.00	165.26
1011010	67760	06/07/22	5039	THE BISHOP LAW FIRM, P.A	0140	4/20-5/23 SERVICES	0.00	1,170.00
1011010	67761	06/07/22	5039	THE BISHOP LAW FIRM, P.A	0140	CONTRACT PAYMENT	0.00	1,500.00
1011010	67762	06/07/22	003122	THE FAIR STORE, INC.	0250	ROCKY BOOTS FQ0002173	0.00	131.99
1011010	67762	06/07/22	003122	THE FAIR STORE, INC.	0250	TACTICAL PANTS	0.00	149.97
TOTAL CHECK							0.00	281.96
1011010	67763	06/07/22	7744	TONYA HORNSBY	0487	CONCESSION EXP REIM	0.00	186.42
1011010	67764	06/07/22	7744	TONYA HORNSBY	0487	3/30, 4/1, 4/13 REIMB	0.00	125.51
1011010	67765	06/07/22	6205	ROCKY ANDERSON	0261	20 POUND ABC RECHARGE	0.00	71.90

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1011010	67765	06/07/22	6205	ROCKY ANDERSON	0261	VALVE STEM ASSEMBLY DR	0.00	21.90
TOTAL CHECK							0.00	93.80
1011010	67766	06/07/22	7407	SILAS TURNER, LLC	0473	R&R CARB CLEAN TO REMO	0.00	30.00
1011010	67766	06/07/22	7407	SILAS TURNER, LLC	0473	R&R CARB CLEAN - REMOV	0.00	30.00
1011010	67766	06/07/22	7407	SILAS TURNER, LLC	0473	SHOP SUPPLIES	0.00	5.00
TOTAL CHECK							0.00	65.00
1011010	67767	06/07/22	5590	ULINE, INC.	0283	FOLDING CHAIRS	0.00	4,400.00
1011010	67767	06/07/22	5590	ULINE, INC.	0283	SHIPPING & HANDLING	0.00	354.80
TOTAL CHECK							0.00	4,754.80
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9905235728	0.00	10.17
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0170	INV# 9905235728	0.00	0.63
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0171	INV# 9905235728	0.00	0.17
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0473	INV# 9905235728	0.00	38.84
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9905235728	0.00	4.55
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0192	INV# 9905486151	0.00	61.29
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9905486151	0.00	27.14
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0261	INV# 9905486151	0.00	27.14
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0171	INV# 9905486151	0.00	70.43
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0500	INV# 9905486151	0.00	43.02
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0192	INV# 9905486151	0.00	36.33
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9905486151	0.00	95.31
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0113	INV# 9905486151	0.00	36.11
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0114	INV# 9905486151	0.00	57.23
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0211	INV# 9905486151	0.00	36.33
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0113	INV# 9905486151	0.00	38.23
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0110	INV# 9905486151	0.00	103.97
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0114	INV# 9905486151	0.00	36.33
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0210	INV# 9905486151	0.00	45.90
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9905486151	0.00	24.86
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0473	INV# 9905486151	0.00	3.56
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0487	INV# 9905486151	0.00	17.81
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0488	INV# 9905486151	0.00	49.86
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0430	INV# 9905486151	0.00	43.08
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0111	INV# 9905486151	0.00	38.42
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0114	INV# 9905486151	0.00	36.11
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9905486151	0.00	390.64
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0110	INV# 9905486151	0.00	79.82
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9905486151	0.00	36.45
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9905486151	0.00	43.08
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9905486151	0.00	12.43
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9905486151	0.00	28.99
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0430	INV# 9905486151	0.00	36.07
1011010	67768	06/07/22	6281	VERIZON WIRELESS SERVICE	0237	INV# 9905408237	0.00	37.53
TOTAL CHECK							0.00	1,647.83
1011010	67769	06/07/22	001740	W.W. GRAINGER, INC.	0160	486L32 - 20 AMP FLSR L	0.00	35.58
1011010	67769	06/07/22	001740	W.W. GRAINGER, INC.	0473	3NKR5 TYPE 1 CAN TYPE,	0.00	385.10
TOTAL CHECK							0.00	420.68

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1011010	67770	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARDS	0.00	1,000.00
1011010	67771	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARDS	0.00	1,000.00
1011010	67772	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67773	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67774	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67775	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67776	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67777	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67778	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARD	0.00	1,000.00
1011010	67779	06/07/22	5351	WAL-MART #01-5172	0106	WELLNESS CARDS	0.00	1,000.00
1011010	67780	06/07/22	003617	WHITEHEAD	0192	40 PK CASE - BOTTLE WA	0.00	459.36
TOTAL CASH ACCOUNT							0.00	835,191.69
TOTAL FUND							0.00	835,191.69
TOTAL REPORT							0.00	954,072.90

Cindy Mock

From: Carley Ondash
Sent: Wednesday, June 8, 2022 9:40 AM
To: Cindy Mock
Cc: Dannielle Welch
Subject: Check Info
Attachments: Check Register - 67557-67780.pdf; Check Register 5017296 - 5017320.pdf

Hi Cindy –

Attached is the report with the check numbers for any check printed between board meetings, as well as the board meeting checks.

- For General Fund the check numbers are 67557-67780.
- For Road and Bridge Fund the check numbers are 5017296-5017320.

Thanks!

Carley Ondash
Accounts Payable Deputy Clerk
850-838-3506 (Ext.119)
Gary Knowles
Taylor County Clerk of Circuit Court
108 N. Jefferson Street
Perry, FL 32347
P.O. Box 620
Perry, FL 32348

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 4,959	001-3899010	General Fund-Cash Brought Forward
\$ 4,959	0227-59922	Sinking Fund/Reserve

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Moody,
seconded by Commissioner English, and carried
unanimously.

 Dannille Welch
for Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

Represents **designated funding** remaining at FYE '21 in excess of the 2022 budget

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$17,761	001-3899010	General Fund-Cash Brought Forward
\$17,761	0237-59922	911 Wireless Supplemental Funds-Sinking Fund

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Thordy,
seconded by Commissioner English, and carried
unanimously.



for Danniel Ullrich
Gary Knowles, Clerk-Auditor

Thomas Kemp
Chairman

Represents **designated funding** remaining at FYE '21 in excess of the 2022 budget

RESOLUTION

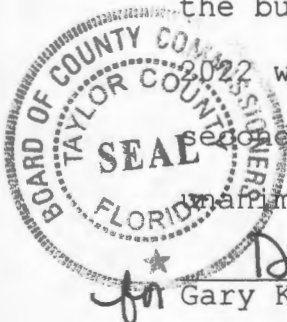
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$43,963	001-3899010	Cash Carry Forward
Expenditures:		
\$43,963	0214-53401	Restore Act/Canal Dredge- Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30,

2022 with a motion by Commissioner Moody,
seconded by Commissioner English, and carried
unanimously.



Danniel W. Webb
for Gary Knowles Clerk-Auditor

Thomas Dempsey
Chairman

Grant Balance at FYE'21 was more than budgeted in FY'22

RESOLUTION

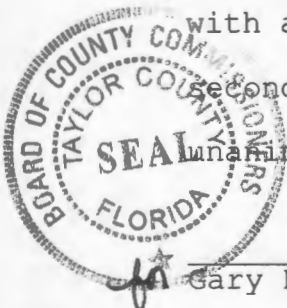
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2017-2018 GRANT)** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$25,656	139-3899010	Cash Brought Forward
\$25,656	0419-58321	Rehabilitation

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Moody,
seconded by Commissioner English, and carried
unanimously.



Danniell Webb
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

Fund balance at 2021 FYE was more than anticipated in 2022 FY budget

RESOLUTION

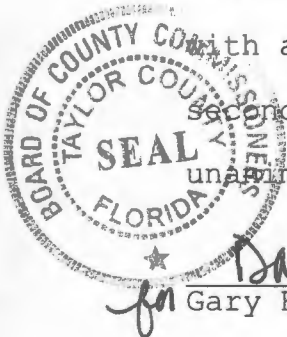
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2019-2020 GRANT)** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$25,500	137-3899010	Cash Brought Forward
\$25,500	0399-58321	Rehabilitation

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Moody, seconded by Commissioner English, and carried unanimously.



Dannielle Webb
for Gary Knowles, Clerk-Auditor

Thomas Demp
Chairman

Fund balance at 2021 FYE was more than anticipated in 2022 FY budget

RESOLUTION

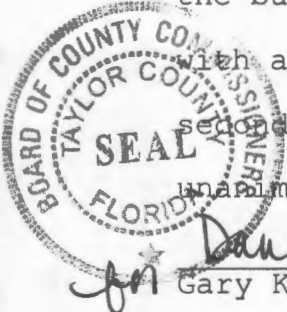
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **TOURIST TAX (two-cent) DEVELOPMENT TRUST FUND (TDC)** for the fiscal period ending September 30, 2022, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **TOURIST TAX DEVELOPMENT TRUST FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 74,027	626-3899010	Cash Brought Forward
\$ 74,027	1310-59922	2-cent Tourist Dev. Sinking Fund/Reserve

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Monday,
seconded by Commissioner English, and carried
unanimously.



Daniel W. Knowles
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

The actual balance remaining in this fund at FYE'21 was more than the amount budgeted FY'22.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **TOURIST TAX (3rd cent) INFRASTRUCTURE FUND** for the fiscal period ending September 30, 2022, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **TOURIST TAX INFRASTRUCTURE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$124,307	629-3899010	Cash Brought Forward
		3rd-cent Tourist Dev.
\$124,307	1362-59922	Sinking Fund/Reserve

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner Moody, seconded by Commissioner English, and carried unanimously.

for Danniel Webb
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

The actual balance remaining in this fund at FYE'21 was more than the amount budgeted in FY22.

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **TOURIST TAX (4-5%) FUND** for the fiscal period ending September 30, 2022, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **TOURIST TAX DEVELOPMENT TRUST FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$163,440	630-3899010	Cash Brought Forward
		4/5-cent Tourist Tax
\$163,440	1370-59922	Sinking Fund/Reserve

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

a motion by Commissioner Thordy,
seconded by Commissioner English, and carried
unanimously.



Dannell Wehr
for Gary Knowles, Clerk-Auditor

Thomas Dempse
Chairman

The actual balance remaining in this fund at FYE'21 was more than the amount budgeted in FY22.

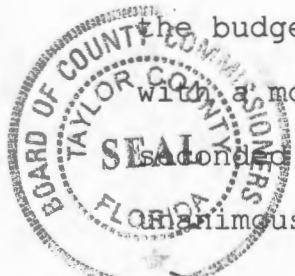
RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (McDaniel Road) FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,370,000	187-3344905	SCOP Grant - Revenue
		SCOP McDaniel Road
\$1,040,451	0359-53401	Contractual Services
\$ 329,349	0359-53101	Professional Services
\$ 200	0359-54902	Legal Advertising

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner Moody, seconded by Commissioner Engel, and carried unanimously.



for Danniel Wehr
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

RESOLUTION

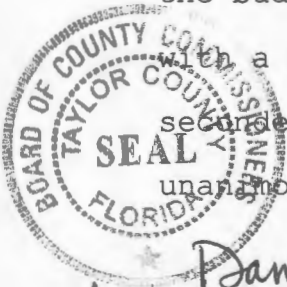
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Ash Street) FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$2,146,431	186-3344905	SCOP Grant - Revenue
		SCOP Ash Street
\$1,646,231	0358-53401	Contractual Services
\$ 500,000	0358-53101	Professional Services
\$ 200	0358-54902	Legal Advertising

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Moody,
seconded by Commissioner English, and carried
unanimously.



Danniell Weha
for Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

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R E S O L U T I O N

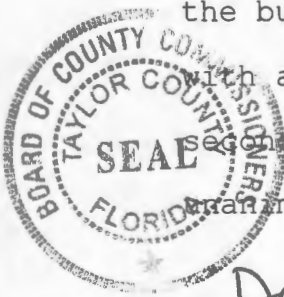
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the ~~AFFORDABLE HOUSING FUND (2018-2019 GRANT)~~ for the fiscal period ending September 30, 2022, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(20,823)	138-3899010	Cash Brought Forward
\$(20,823)	0404-58321	Rehabilitation

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Moody,
seconded by Commissioner English, and carried
unanimously.



for Dannelle Welch
Gary Knowles, Clerk-Auditor

Thomas Deep
Chairman

Fund balance at 2021 FYE was less than anticipated in 2022
FY budget

RESOLUTION

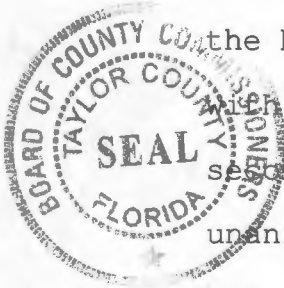
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(8,005)	001-3899010	General Fund-Cash Brought Forward
\$(8,005)	0239-59922	911 Wireless State Funds - Sinking Fund

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Moody,
seconded by Commissioner English, and carried
unanimously.



for Dannille Weh
Annie Mae Murphy, Clerk-Auditor
Gary Knowles

Thomas Demp
Chairman

Represents designated funding remaining at FYE' 21 that was less than budgeted in FY'22 budget

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **SOLID WASTE FUND** for the fiscal period ending September 30, 2022, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SOLID WASTE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(128,130)	111-3899010	Cash Brought Forward
		Solid Waste Fund Reserves
\$(94,398)	9111-59920	Capital Equipment
\$(33,732)	9111-59900	Reserve for Contingency
\$(128,130)		

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of June, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

by a motion by Commissioner Moody, seconded by Commissioner English, and carried unanimously.

Danniel Webb
for Gary Knowles, Clerk-Auditor

Thomas Der
Chairman

The actual balance of this fund at FYE'21 was LESS than the amount budgeted in FY'22.

AGREEMENT

TAYLOR COUNTY, hereinafter referred to as the "County" and LEENETTE McMILLAN, Attorney at Law, hereinafter referred to as "Attorney" enter into the following Agreement:

WITNESSETH

1. The County is in need of an attorney to advise and meet with the Taylor County Planning Board.
2. That the "Attorney" has agreed to be that attorney and attend the Planning Board Meetings and advise the Board on matters that come before the Board.
3. That this Agreement shall be for the period of time from April 1, 2022 until March 31, 2023 and may be renewable each year at the discretion of the County.
4. In return for these services, the County agrees to pay Leenette McMillan as articulated on the attached fee schedule.
5. That the "Attorney's" responsibilities include but are not limited to:
 - a. Attending the Planning Board's meetings upon request and notification from the County.
 - b. Offering advice to the Planning Board on the interpretation of the County's Land Development Regulations and Comprehensive Plan.
 - c. Research questions on planning that come before the board and giving the Board legal advice.
6. That either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of the intention to terminate this Agreement.
7. The agreement cannot be assigned by either party without the other party's written consent.

THIS AGREEMENT dated this 6 day of June, 2022.



BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: Thomas Demps

THOMAS DEMPS, Chairperson

ATTEST:

Dannell Welch

for

GARY KNOWLES, Clerk

LEENETTE McMILLAN, Attorney at Law

FEE SCHEDULE

- 1. \$500 PER MEETING.** This includes up to 1.5 hours for the meeting and any travel to and from Perry.
- 2. For meetings lasting in excess of 1.5 hours, a fee of \$160 per hour will be charged in increments of .25 hours (\$45 per every .25 hours over 1.5 hours)**
- 3. \$160 per hour for research, before or after the meeting, or meeting preparation.**
- 4. County will be invoiced once each month.**

AGREEMENT

TAYLOR COUNTY, hereinafter referred to as the "County" and
LEENETTE McMILLAN, Attorney at Law, hereinafter referred to as "Attorney"
enter into the following Agreement:

WITNESSETH

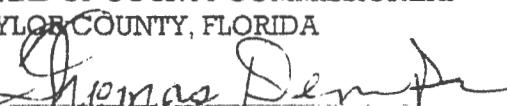
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2. That the "Attorney" has agreed to be that attorney and attend the Planning Board Meetings and advise the Board on matters that come before the Board.
3. That this Agreement shall be for the period of time from April 1, 2021 until March 31, 2022 and may be renewable each year at the discretion of the County.
4. In return for these services, the County agrees to pay Leenette McMillan as articulated on the attached fee schedule.
5. That the "Attorney's" responsibilities include but are not limited to:
 - a. Attending the Planning Board's meetings upon request and notification from the County.

- b. Offering advice to the Planning Board on the interpretation of the County's Land Development Regulations and Comprehensive Plan.
 - c. Research questions on planning that come before the Board and giving the Board legal advice.
6. That either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of the intention to terminate this Agreement.
7. The Agreement cannot be assigned by either party without the other party's written consent.

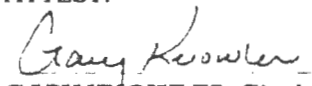
THIS AGREEMENT dated this 16th day of March, 2021.

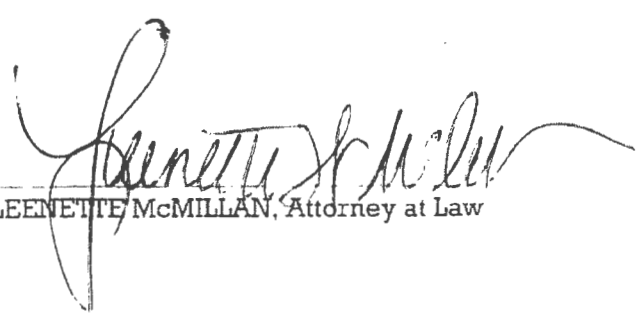
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY


THOMAS DEMPS, Chairperson

ATTEST:


GARY KNOWLES, Clerk


LEENETTE McMILLAN, Attorney at Law

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 884-6113
FAX (850) 884-2433

March 8, 2021,

VIA E-MAIL

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

Re: Planning Board Attorney Contract

Dear LaWanda:

Pursuant to your request, please find a draft of a new Contract for Attorney McMillan. You will notice that I made the Agreement to run from April 1, 2021 to March 31, 2022.

Also, I changed 5.a. to "Attending the Planning Board's meetings upon request and notification from the County."

I don't know if she will agree to this but this is what I think you wanted.

Please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of contractual agreement for the Planning Board Attorney.



MEETING DATE REQUESTED:

June 6, 2022

Statement of Issue: To renew current contractual agreement for one year.

Recommended Action: Approve

Fiscal Impact: Legal fees for services.

Budgeted Expense: Partially budgeted.

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners approved a contractual agreement with Leenette Mc Millan in May of 2020 for Planning Board legal services. The original agreement allows the agreement to be renewed annually at the Board's discretion.

Staff respectfully requests the renewal of the current agreement with Ms. McMillan.

Options: Approve/not approve

Attachments: Original contractual agreement
Draft Contract
Letter from County Attorney

**GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 220037102.01
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN**

1. Subrecipient name (which must match the registered name in DUNS): Taylor County
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): GNSSP22FL0037-01-00
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): May 10, 2022
5. Subaward Period of Performance:

Effective Date: _____ (Date Executed by both Parties)
Project Completion Date: January 31, 2024

6. Budget Period: May 13, 2022 – January 31, 2024
7. Amount of Federal Funds Subject to Award (to Gulf Consortium): \$1,075,161.00
8. Total Amount of Federal Funds Obligated to the Subrecipient: \$1,032,095.00
9. Total Amount of the Federal Award Subject to this Agreement: \$1,032,095.00
10. Federal award project description:

This project involves the rehabilitation of Hodges Park at Keaton Beach. Though the County has one of the longest contiguous coastlines in Florida on the Gulf, Hodges Park is the only public beach in the County. Hodges Park is essential to tourism and economic development and recovery. The rehabilitation will include: (1) demolition and new construction of restrooms and picnic pavilions; (2) removal of existing playground and installation of a new one with shade coverings; (3) installation of a sand volleyball court; (4) removal and construction of parking facilities; (5) construction of sidewalk and boardwalk to existing fishing pier; (6) beach re-nourishment and improved beach access; (7) removal of invasive vegetation and planting beach appropriate native vegetation; (8) security lighting; and (9) nature study area.

11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity-

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

12. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

13. Identification of whether the award is for research and development (R&D): No

14. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): N/A

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THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **TAYLOR COUNTY**, a political subdivision of the State of Florida, whose address is 201 E. Green St. Perry, Fl. 32347 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNSSP22FL0037-01-00 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 112-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan (“FSEP”) was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. 10-2 provides for the rehabilitation of Hodges Park at Keaton Beach; and

WHEREAS, on May 10, 2022, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNSSP22FL0037-01-00 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 18-10, as further described in such Financial Assistance Award and the attachments thereto (the “Project”); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNSSP22FL0037-01-00 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived therefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNSSP22FL0037-01-00, attached hereto as **Attachment A** (hereinafter the “Financial Assistance Award” or “Award”), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council’s Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter “Special Award Conditions”); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>; and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until January 31, 2024 (the “Project Completion Date”), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$1,032,095.00 for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at <https://www.gulfconsortium.org/grant-resources> ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds obligated to Subrecipient under the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at <https://www.gulfconsortium.org/grant-resources>, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium's applicable policies and procedures. Within ten (10) days of the Consortium's receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. **Financial and Performance Reports.** Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. **Final Project Report.** Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

"This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA 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 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees to assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement

or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty (20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this

Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the

Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. The Consortium may issue a decision on any audit findings contained within the Subrecipient's audit report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 10 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to

comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at <https://www.gulfconsortium.org/>), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. Consistent with 2 C.F.R. §200.308(c)(6), unless described in the Award, the subcontracting of any work to be performed in connection with the Project requires prior written approval by the Consortium. All proposed procurement and solicitation documents for the subcontracting of any work to be performed in connection with the Project shall be submitted to the Consortium for review. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common

rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the "Recused Entities") are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy.

All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled "Conflict of Interest" in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders

described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

[TO COME]

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work

is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

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

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions**.

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

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

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the

Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply or guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their

authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

^s
H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

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

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement 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, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless

otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

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

GULF CONSORTIUM

By: _____

Print Name and Title

Date: _____

Attest:

By: _____

Print Name and Title

TAYLOR COUNTY

By: Thomas Demps

Thomas Demps Chairman

Print Name and Title

Date: 6/6/2022

Attest:

By: Dannielle Welch for Gary Knowles

Dannielle Welch for Gary Knowles

Print Name and Title Clerk of Court



ATTACHMENT A
FINANCIAL ASSISTANCE AWARD

[TO COME]

1. DATE ISSUED MM/DD/YYYY 05/10/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP22FL0037-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP22FL0037		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 05/13/2022		Through 03/31/2024	
7. BUDGET PERIOD MM/DD/YYYY From 05/13/2022		Through 03/31/2024	
8. TITLE OF PROJECT (OR PROGRAM) 10-2: Hodges Park Rehabilitation			

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS Gulf Consortium 165 Lincoln Avenue Winter Park, FL 32789-3877		9b. GRANTEE PROJECT DIRECTOR Valerie Seidel Winter Park, FL 32789-3877 Phone: [NO PHONE RECORD]	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Christopher Constance 165 Lincoln Avenue Winter Park, FL 32789-3877 Phone: unknown		10b. FEDERAL PROJECT OFFICER Joshua Easton 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-252-7717	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 1,075,161.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 0.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 0.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 1,075,161.00	
c. Total Personnel Costs 0.00		13. Total Federal Funds Awarded to Date for Project Period 1,075,161.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
f. Travel 0.00		a. 2 b. 3 c. 4 d. 5 e. 6 f. 7	
g. Construction 0.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
h. Other 0.00		a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
i. Contractual 1,075,161.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees when funds are drawn or otherwise obtained from the grant payment system.	
j. TOTAL DIRECT COSTS 1,075,161.00		a	
k. INDIRECT COSTS 0.00			
l. TOTAL APPROVED BUDGET 1,075,161.00			
m. Federal Share 1,075,161.00			
n. Non-Federal Share 0.00			

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

Funding is provided for the rehabilitation of Hodges Park at Keaton Beach. See attachments for terms and conditions, program and budgetary information.

AUTHORIZING OFFICIAL:

17. OBJ CLASS 41.0006	18a. VENDOR CODE 079937065	18b. EIN 461662290	19a. UEI LJC4H459JQ13	19b. DUNS 079937065	20. CONG. DIST. 07
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP22FL0037	c. 6013 NONIN	d. 1,075,161.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

Gulf Consortium

GNSSP22FL0037-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS (2020), AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☒ MILESTONES

GCERC Internal Financial Codes:

FY 22 - CatB 6013 - Cost Pool GCCSTFL000

CAM1 GCCGECONOMYX

CAM3GCCPOTHEROBJ

CAM2 GCCSUWANEERV

ATTACHMENT 1: SPECIAL AWARD CONDITIONS

1. Non-Duplicate use of RESTORE Act funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through Grant Solutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the award. Final performance and financial reports that summarize the activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states

that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located below for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

3.Pre-Award Costs

This award contains pre-award costs, in accordance with 2 CFR 200.458, in the amount of \$10,250, as described in the Budget Narrative below, for expenditures related to the preparation of the grant application during the period starting 5/28/2021, through the date of issuance of the award.

4. Updates to the Observational Data Plan

The Recipient will update the Observational Data Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD)”, or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection, and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient will deliver updated plans to the Council at least annually until all comments are addressed and all “N/A”, “TBD”, or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

5. Observational Data Management and Delivery

- a. *Data Sharing:* All data compiled, collected, or created under this federal award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.
- b. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or

no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.

- c. *Author statement:* Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- d. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- e. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.
- f. *Final Project Geographic Information System (GIS) files:* As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

Construction Related Special Conditions

These supplemental construction terms are incorporated in and made part of this award in anticipation of future construction under this program/project. These supplemental terms remain effective throughout the period of performance of the award or the estimated useful life of project property.

6. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part (Program or Project Property), with Federal assistance is held in trust by the Recipient or Subrecipient, as specified in the award, for the purpose(s) for which the award was made, for the estimated useful life. The estimated useful life of the program or individual project is defined as the period of years that constitutes the expected useful lifespan of the program or project, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits of the program or project pursuant to award purposes authorized by the RESTORE Act.

For this award, the Recipient has proposed an estimated useful life of 25 years. The Council's issuance of this award represents its concurrence with the Recipient's estimated useful life.

The Recipient and Subrecipient, as applicable, must administer, operate, and maintain the project and any Program or Project Property in the same manner in which it operates and maintains similar infrastructure, facilities and equipment owned by it, and in accordance with state and local standards, laws, and regulations.

During the estimated useful life of the program or a specific project, the Council retains an undivided equitable interest in any Program or Project Property, which is sometimes referred to as the "Federal interest". See 2 CFR § 200.1. The Council may require the non-Federal entity to record appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that use and disposition conditions apply to the property.

When the estimated useful life of the program or individual project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the Program or Project Property.

7.Pre-Construction Requirements

Federal funds for construction costs for any project shall not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

- a. *Title to real property improved under this award.* In accordance with 2 CFR § 200.311, title to real property improved under this Award will vest with the Recipient or Subrecipient, as specified in the Award, and must be used only for authorized Award purposes. Before solicitation of bids for construction the Recipient shall certify to the Council Grants Office that that the Recipient and/or Subrecipient, if applicable, holds clear title to or otherwise has control of all project real property and are not aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council will rely upon the Recipient's due diligence in protecting title to all property needed for award purposes.
- b. *Engineering and design plans.* The Recipient must provide to the Council Grants Office, at a minimum the cover sheet and such pages as necessary demonstrating that 100% design and engineering plans and specifications for all construction activities funded under this award are complete and stamped/signed by a qualified, registered professional engineer currently licensed in accordance with State requirements. The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.
- c. *Permitting requirements.* The Recipient must provide documentation demonstrating that the applicable environmental laws have been addressed. Accordingly, the Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all federal, state, and local permits and other documentation of compliance with applicable environmental requirements necessary for construction, completion and operation of the

Project. The Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

- d. *Americans with Disabilities Act (ADA) Compliance.* The Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has complied with ADA requirements related to the improvements to be constructed and operated under the Project.
- e. *Floodplain requirements.* If the property is located within the 100-year floodplain or other flooding risks have been identified, the Recipient must furnish evidence, satisfactory to the Council, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:
 - i. Floodplain Notice. That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council's satisfaction.
 - ii. Floodplain Protection. Written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.
 - iii. Flood Insurance. In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the Recipient has or will purchase and maintain, or as appropriate, will cause the Subrecipient to have or purchase and maintain, flood insurance.
- f. *Updated construction schedules and cost estimates.* The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

8.Acquisition of Real Property

Unless specifically described in the award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the Award, the Recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

9.Insurance

In accordance with 2 CFR § 200.310, the Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as is provided to other property owned by that entity for the useful life of said property.

10. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

11. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- a. From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Specific Award Conditions;
- c. Goals for minority participation must be as prescribed by Appendix B-80, 45 FR 65984 (October 3, 1980), or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

12. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the Recipient until final approval of construction associated with that contract. The Recipient will schedule a final inspection when all construction has been completed, the architect/engineer

has conducted their inspection, and any deficiencies have been corrected. Representatives of the Recipient, Subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that their representative may participate. The Recipient will not draw down the final five percent of construction funds until construction funds until the Notice of Final Acceptance, fully executed by the Recipient or Subrecipient, as applicable, and the applicable architect/engineer, is submitted to and accepted in writing by the Council Grants Office. Certified as-built drawings will be submitted to the Council Grants Office within 90 days of construction completion.

ATTACHMENT 2: REPORTING SCHEDULE

	Reporting Period	Due Date
Financial Report	5/1/2022-3/31/2023	5/30/2023
Performance Report	4/1/2022-3/31/2023	5/30/2023
Financial Report	4/1/2023-3/31/2024	5/30/2024
Performance Report	4/1/2023-3/31/2024	5/30/2024
Financial Report	4/1/2024-3/31/2025	5/30/2025
Performance Report	4/1/2024-3/31/2025	5/30/2025
Final Report - Financial and Performance	4/1/2025-9/30/2025	1/28/2026

ATTACHMENT 3: FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$1,075,161	\$972,095		\$103,066	<i>Construction funds are being withheld until the requirements of Special Condition #7.</i>

ATTACHMENT 4: SCOPE OF WORK

For the full scope of work, please see the Project Narrative in PIPER.

The Gulf Consortium, through the sub-recipient, Taylor County is requesting \$ 1,075,161 to complete the rehabilitation of Hodges Park at Keaton Beach. Though the County has one of the longest contiguous coastlines in Florida on the Gulf, Hodges Park is the only public beach in the County. Hodges Park is essential to tourism and economic development and recovery. The rehabilitation will include: (1) demolition and new construction of restrooms and picnic pavilions; (2) removal of existing playground and installation of a new one with shade coverings; (3) installation of a sand volleyball court; (4) removal and construction of parking facilities; (5) construction of sidewalk and boardwalk to existing fishing pier; (6) beach re-nourishment and improved beach access; (7) removal of invasive vegetation and planting beach appropriate native vegetation; (8) security lighting; and (9) nature study area.

ATTACHMENT 5: BUDGET NARRATIVE

1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of \$ 1,075,161 is being requested.
- Funding will be used for the total rehabilitation of Hodges Park at Keaton Beach. This includes site work, demolition and removal of existing facilities and all construction outlined in the Project Narrative of the grant application. The design, engineering, and permitting will all be completed by the county and will not be expending any Pot 3 funds for any expenses in these areas. The county will also be preparing all bid documents and associated construction documents and be responsible for all bid advertising costs and expenditures. See PIPER leveraged funding narrative for additional information.
- Funding will also support project management, including financial and technical oversight, legal support, and fiscal services as per services contracted by the Gulf Consortium.
- Estimated useful life for the infrastructure is 25 years.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$1,075,161.00
<i>Total Pre-Award Funds Requested \$ 10,250.00</i>	
<i>Total Direct Costs Requested \$1,075,161.00</i>	
<i>Total Allowable Indirect Costs Requested \$0</i>	
<i>Total Program Income Anticipated \$0</i>	

2.0 PRE-AWARD COSTS (applicable to grant applications only)

Pre-award costs have been authorized to allow for some of the established contractual costs for preparation of grant application (The Balmoral Group as contracted by the Gulf Consortium for management services) and for development of draft sub-recipient agreements (Nabors, Giblin & Nickerson as contracted by the Gulf Consortium for legal services). The estimated time for grant application development and sub-recipient agreement efforts are 50 hours for the Balmoral Group (\$8,750) and 6 hours for Nabors, Giblin, & Nickerson (\$1,500).

TOTAL PRE-AWARD FUNDS REQUESTED	\$10,250.00
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3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 PERSONNEL

NA

3.2 FRINGE BENEFITS

NA

3.3 TRAVEL

NA

3.4 CONSTRUCTION and LAND ACQUISITION

See construction costs in sub-recipient section.

3.5 EQUIPMENT

See equipment costs in sub-recipient section.

3.6 SUPPLIES

NA

3.7 OTHER DIRECT COSTS

NA

3.8 SUBRECIPIENTS

1. *Name of Subrecipient*—Taylor County
2. *Method of Selection*—The Gulf Consortium established each of Florida's 23 Gulf Coast counties as SEP project subrecipients; this includes Taylor County, as reflected in the SEP.
3. *Period of Performance*— 1/1/2022 to 12/31/2023
4. *Scope of Work*— The Hodges Park scope of work is the total rehabilitation of the existing park and beach site. The rehabilitation includes: (1) demolition and new construction of restrooms and picnic pavilions; (2) installation of new playground with shade coverings; (3) installation of new sand volleyball court; (4) construction of parking facilities; (5) construction of sidewalks and boardwalk to existing fishing pier; (6) improved beach access and re-nourishment; (7) planting of native vegetation (removal of invasive); (8) installation of security lighting; and (9) installation of nature study area.
5. *Method of Accountability*— As the sub-recipient of the grant, Taylor County will be expending all grant funds via procurement. All expenditures will be made through the competitive procurement process in compliance with 2 CFR 200 Standards and all other federal, state, Gulf Consortium, and local purchasing and procurement policies and procedures. No grant funds will be retained or used to fund County staff who are involved in overseeing the project including Engineering staff.
6. *Itemized Budget and Justification*—The budget for Taylor County is described in detail below:

Taylor County will be completing all elements in the Hodges Park rehabilitation by the competitive procurement process. A procurement and/or purchase will be in compliance with 2 CFR 200 Standards as well as any other applicable policies and procedures.

The Gulf Consortium researched comparable costs and found the construction, site work, and equipment costs to all be reasonable.

- a. *Site work*—The County estimates expending \$507,095 in site work. The site work services will be procured competitively and as per the County's design and engineer plans. Site work will include: a new parking facility using permeable pavers, sidewalks, beach re-nourishment, planting of native vegetation, installation of security lighting and power poles, and any site work needed for construction activities.
- b. *Demolition and removal*—The County estimates expending \$80,000 for demolition and removal of existing picnic pavilions, restrooms, parking area, and playground. Demolition and removal services will be obtained through the competitive procurement process.
- c. *Construction*—The County anticipates expending \$350,000 on the construction of restrooms, picnic pavilion, and a boardwalk to the existing fishing pier. All construction services will be obtained through the competitive procurement process.

Budget Category	Item Name/Description	Unit Cost	Quantity or Rate	Total Cost
Site Work	Parking facilities, sidewalks, beach re-nourishment, security lighting, and general site preparation	\$507,095.00	TBD	\$507,095.00
Demolition and Removal	Demolition and removal of existing structures	\$80,000.00	TBD	\$80,000.00
Construction	Restrooms, picnic pavilion, and boardwalk	\$350,000.00	TBD	\$350,000.00

TOTAL CONSTRUCTION/LAND ACQUISITION (subrecipient): \$972,095.00

The County Engineer has estimated the new playground with shade coverings will have an approximate cost of \$60,000. This estimate is based on previously obtained quotes and recently completed playground projects in the County. The playground equipment and shade coverings will be purchased through the competitive procurement process in compliance with 2 CFR 200 Standards and all other applicable procurement policies and regulations.

Item Name/Description	Unit Cost	Quantity	Total Cost
			\$60,000.00

TOTAL EQUIPMENT (subrecipient): \$60,000.00

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors, Giblin, & Nickerson will be the contractors providing management and legal services on the project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*—The Balmoral Group and Nabors, Giblin, & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and the Gulf Consortium was developed in order for Leon County to serve as fiscal agent.

3. *Period of Performance*—01/01/2021 to 3/31/2024 (total project completion); pre-award costs authorized for the Balmoral Group and Nabors, Giblin, & Nickerson to work on grant application and sub-recipient agreements.
4. *Scope of Work*—The scope of work for the Balmoral Group includes: grant application preparation and submission, grant management and sub-recipient monitoring, and all post-award reporting. Nabors, Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establishment of sub-recipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to sub-recipients and contractual service providers.
5. *Method of Accountability*—The Gulf Consortium Board of Directors will be responsible for monitoring consultants. At Consortium board meetings, approximately 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*— The following table summarizes the estimated costs for grant management services (The Balmoral Group; 142 hours), legal services (Nabors Giblin & Nickerson; 60 hours), and fiscal agent services (Leon County; 3 basis points). Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 50 hours for The Balmoral Group (\$8,750) and 6 hours for Nabors Giblin & Nickerson (\$1,500).
7. *NICRA* – NA

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	\$175/hr	142 hours	\$24,850.00	<input checked="" type="checkbox"/>
Nabors, Giblin, & Nickerson	Subrecipient agreements and legal services	\$250/hr	60 hours	\$15,000.00	<input checked="" type="checkbox"/>
Leon County Clerk	Fiscal agent services	3 basis points	% of total disbursements	\$3,216.00	<input type="checkbox"/>

TOTAL CONTRACTUAL: \$ 43,066.00

TOTAL OF DIRECT COSTS \$ 1,075,161

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

NA

5.0 PROGRAM INCOME

NA

ATTACHMENT B
SPECIAL AWARD CONDITIONS

1. Nature of the additional requirements: See below.
2. Reason why the additional requirements are being imposed: N/A
3. Nature of the action needed to remove the additional requirement (if applicable):
N/A
4. Time allowed for completing the actions (if applicable): N/A
5. The method for requesting reconsideration of the additional requirements imposed:
N/A

The only special award conditions imposed pursuant to this Subrecipient Agreement are those contained in the Award.

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

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

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the

government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. **Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):**

Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Agreement, the Subrecipient agrees as follows, and shall impose all such requirements on its contractors and subcontracts as applicable. The term "Subrecipient," as used herein, shall also apply to all of Subrecipient's contractors and subcontractors performing work on the Project.

(1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause;

(2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin;

(3) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(5) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(6) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.;

(7) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.;

(8) Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a contractor or sub-contractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall include the following language in all solicitations for construction services in excess of \$10,000 under this Agreement:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	<p>____%</p> <p><i>IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 287.0945, NOTICE OF PROCURMENT OPPORTUNITY IS SENT TO THE DEPARTMENT OF MANAGEMENT SERVICES, OFFICE OF SUPPLIER DIVERSITY INFORMING THEM OF THE PROCUREMENT AND REQUESTING THEM TO NOTIFY THEIR VENDORS.</i></p>	<p>____%</p> <p><i>IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 287.0945, NOTICE OF PROCURMENT OPPORTUNITY IS SENT TO THE DEPARTMENT OF MANAGEMENT SERVICES, OFFICE OF SUPPLIER DIVERSITY INFORMING THEM OF THE PROCUREMENT AND REQUESTING THEM TO NOTIFY THEIR VENDORS.</i></p>

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A

GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUB-CONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUB-CONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS *(INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).*

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Gulf Consortium Subrecipient Agreement No. 220037102.01 for the rehabilitation of Hodges Park.

MEETING DATE REQUESTED:

June 6, 2022

Statement of Issue: Board to review and approve Gulf Consortium Subrecipient Agreement No. 220037102.01 for the rehabilitation of Hodges Park.

Recommended Action: Approve and execute Grant Agreement No. 220037102.01

Fiscal Impact: The County has been awarded \$1,075,161 with no match required from the County.

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

Submitted By: Melody Cox, Grants

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded a grant from the Gulf Consortium in the amount of \$1,075,361 for the rehabilitation of Hodges Park. The rehabilitation will include: construction of new restrooms, picnic pavilion, and parking facilities. A new playground with shade coverings will be installed. The beach will be re-nourished and beach appropriate native vegetation will be planted. New sidewalks and a boardwalk will be constructed. Security lighting will be installed as well as a sand volleyball court. The County was also awarded a Land and Water Conservation Grant (LWCF) for the project in the amount of \$200,000 which the Board approved on May 18, 2021. The County has budgeted what was estimated to be sufficient funding for the rehabilitation for the Hodges Park project in the SEP.

Attachments: Gulf Consortium Subrecipient Agreement No. 220037102.01

24

9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

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

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

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

1. Purpose

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

Type of Agreement/Document

☒ Original Agreement

☐ Amendment

2. Parties/Notices:

INdigital:

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

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

Customer:

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

Address: 591 US Highway 27
Perry, FL 323

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

3. Effective Date

_____ ("Effective Date").

4. Software

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

5. Territory

Taylor County, Florida ("Territory").

6. Permitted Use

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

7. Installation

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

8. Maintenance Releases

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

9. License Fee

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

10. Additional Charges

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

11. Term

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

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

12. Exhibits

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

☒ **Exhibit B** – Designated Sites

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

☒ **Exhibit D** – Payment and Fees

13. Other Agreements between Parties

☐ Equipment Purchase and Sale Agreement

☐ Support and Maintenance Agreement

14. Representative

Name: Stacy Roberts

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

CUSTOMER:

Thomas Dempf

Thomas Dempf

Name:

Title: Chairman

Date: 6/6/22

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

Jeff Humbarger
Name: Jeff Humbarger

Title: CFO

Date:

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

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

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

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

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

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

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

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

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

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

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Permitted Use in the Territory during the Term.

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

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

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

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

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

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

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

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

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

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

5. CONFIDENTIALITY.

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

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

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

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

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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less than a reasonable degree of care;

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

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

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

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

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

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

6. FEES AND PAYMENT.

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

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

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

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

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

(a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable

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Law;

(b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and

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

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

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

8. **INTELLECTUAL PROPERTY RIGHTS.**

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

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the

Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

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

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

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

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

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

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

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

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by

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INDigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INDigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

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

9. TERM AND TERMINATION

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

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

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

- (a) by INDigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INDigital's delivery of written notice thereof ("Payment Failure");
- (b) by INDigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
- (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);
- (d) by INDigital, effective immediately, if the Customer: (i) is dissolved or liquidated or

takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

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

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

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

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

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

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

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

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of

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the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

10.4. Exceptions. Notwithstanding any

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

- (a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;
- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;
- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;
- (e) the operation of, or access to, Customer's or a third party's system or network;
- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;
- (g) Customer's material breach of any provision of the Agreement (including these Terms);
- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or
- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at

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its sole option and expense, take any of the following steps to remedy such breach:

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

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. **THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.**

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

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

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
 - (i) by INdigital or its authorized contractor in

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connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;

(f) use of the Software after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

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

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

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

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

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

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

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

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

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

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

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

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

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

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

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

(c) if none of the remedies set forth in the above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INDigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

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

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

11.5. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE

OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

14. FORCE MAJEURE.

14.1. No Breach or Default. In no event will INDigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any

EXHIBIT A
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circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

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

15. MISCELLANEOUS.

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

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

15.3. Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the

addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.4. Interpretation. For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

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

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

15.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or

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performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

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

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

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

15.11. Governing Law; Submission to

Jurisdiction. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

15.12. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

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

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

EXHIBIT B
Designated Sites

591 US Highway 27
Perry, FL 32347

EXHIBIT C

Software / Services Description

1. Database Services –

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

2. Routing Services –

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

3. Network Services –

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

4. MEVO Services –

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

EXHIBIT D
Payments and Fees

Taylor County FL NGCS price matrix
INDigital NGCS platform
5/18/22

line		MSRP	
1	population served	21,796	
	feature description		or (ala carte)
2	Database	\$435.62	\$0.020
3	Routing Services	\$1,089.80	\$0.050
4	Network - see note below	\$792.94	\$0.049
5	Text - already using	\$0.00	\$0.010
6	Mevo (or \$85 per phone/mo)	\$0.00	\$0.010
7			
8	Monthly recurring cost for 911 services	\$1,525.72	
9	Optional services	\$0	
10	Total w/options	\$1,525.72	
	Service Setup costs		
11	PSAP conversion (IN450059)	\$1,583.69	
12	Redundant PSAP router	\$8,480.00	
13	MEVO Anywhere and TIG	\$16,826.69	
14	FirstNET hardware and NRC	\$2,208.13	
		Set up Fees	\$29,898.51
		Monthly Recurring Fees	\$1,525.72
	Note: Network quoted is a Comcast 40Mb EDI/30, a Comcast 200x20 VPN connection, and FirstNet wireless service.		


Total NRC's \$29,898.51

Total MRC's \$1,525.72

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

MRC's/annual billed at service cut.

4 Phone MEVO Anywhere Kit with TIG and installation. Customer provides SIMs for cellular.

				05/18/22	
				Quote is good for 90 days	
For:					
Taylor County, FL					

Part Number	Description	QTY	Unit Price	Extended Price
MEVO Anywhere				
1095 - Mitel 6873i SIP Phone	Mitel 6873i SIP Phone. (MEVO V1.2 PHONE)	4	\$310.67	\$1,242.68
	INdigital TIG BASIC	1	\$6,400.00	\$6,400.00
	Total:			\$7,642.68
1360 - Q089-062817-01 Pelican Protector 1620 Case	Mobile Command Travel Case (1-4Phones)	1	\$638.67	\$638.67
	Fortinet 81E-POE 12 ports	1	\$1,312.00	\$1,312.00
	FEX-201E FortiExtender 4G 2 SIM	1	\$540.53	\$540.53
IN460584	Panel-Mount AC Extension M-F (Case External Power Port)	1	\$31.93	\$31.93
IN460556	APC Back-UPS Connect 50W Li-Ion UPS w/ Mobile Power Pack	1	\$159.73	\$159.73
IN460561	Cisco 4G/3G Omnidirectional Dipole Antenna (4 required)	4	\$19.93	\$79.72
IN460585	Cisco Antenna Extension Base w/ Antenna Stand (4 required)	4	\$82.75	\$331.00
NMOMMRDSTNC	Pulse/Larson 0-3000 MHz, Magnet Mount, RG58A/U, TNC	2	\$42.32	\$84.64
311104	WilsonPro 12" Whip NMO Mount Multi-Band Antenna	2	\$13.36	\$26.72
TORFC-14463-24	Ventev 2' RG-316 TNC Female BH to SMA Male	2	\$34.35	\$68.70
IN460327	Peripherals and Cables	2	\$226.92	\$453.84
IN460563	TNC Female/TNC Male right angle adapter (4 required)	4	\$7.71	\$30.84
	Total:			\$3,758.32
	Additional Installation Hours (Supplemental)	4	\$180.00	\$720.00
	MEVO Telephone initial setup and installation	4	\$150.00	\$600.00
	MEVO Anywhere Suitcase initial Setup	1	\$200.00	\$200.00
	MEVO Anywhere Network Setup	1	\$200.00	\$200.00
	MEVO Operation & Deployment Training	1	\$350.00	\$350.00
	Shipping and Handling Charges	1	\$100.00	\$100.00
	Total:			\$2,170.00
Total Discounted Price to Customer for Q&S Components				\$19,571.02
	INdigital Contracted Maintenance Services (required)			
	INdigital First Year Hardware Support (Mandatory)	1	\$1,135.69	\$1,135.69
Total for INdigital Hardware Support Services				\$1,135.69
	Additional Network Services required offering			
	INdigital MEVO backup monthly service one year	4	\$480.00	\$1,920.00
Total for INdigital Network Contracted Services				\$1,920.00
Total cost of Ownership includes CPE, Maintenance, and Service fees for Year 1 proposed term				\$22,626.71
	Maintenance Support and Service Year 2 and Beyond			\$3,055.69

Taylor County, FL

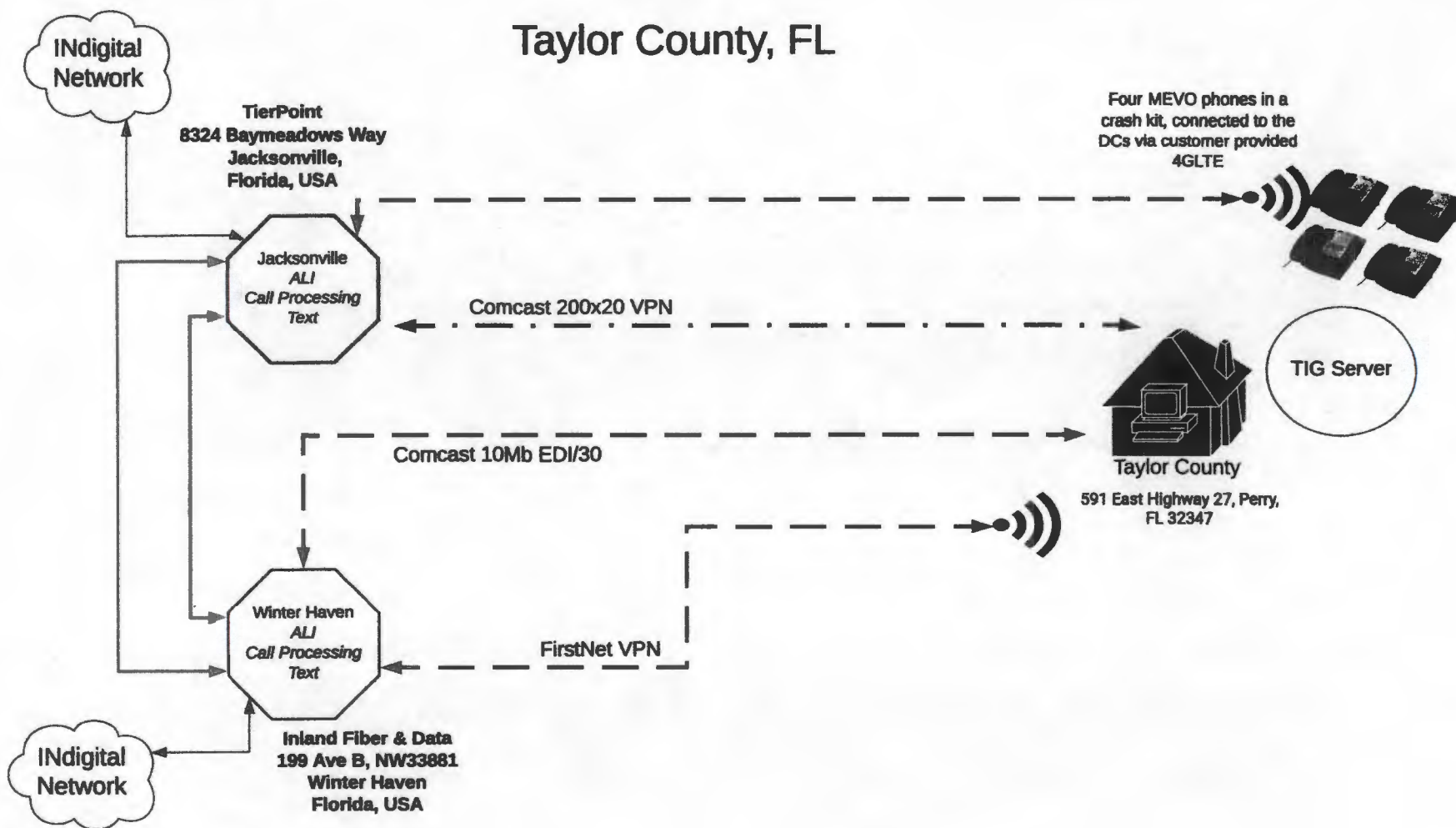


EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: INdigital

COMMODITY: (General Description) Mevo Phones/ NEXT GEN Core Services

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most sole source products or services).

SOLE SOURCE CERTIFICATION:

1. Parts/equipment can only be obtained from original manufacturer - not available through distributors. (Items 3,4,5, or 6 must also be completed.)
2. Only authorized area distributor of the original manufacturer. (Items 3, 4, 5, or 6 must also be completed.)
3. Item/service owned by a private individual or corporation under trademark or patent.
4. Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain Below)
5. ☒ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below.)
6. Parts/equipment are required from this vendor to provide standardization. (Explain Below.)
7. None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary.)

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: 
Department Head Signature

Department: 911

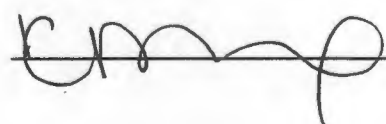
Approved: Katie Morrison
Purchasing Agent

Date: 05/25/2022

Sole Source Certificate Explanation

5- This is the only known item/source that will meet the specialized needs of this department or perform the intended function;

- INdigital is currently the only company that has created a portable 911 backup system. Taylor County currently has no back up system if 911 fails or a disaster disables the PSAP. Purchasing the MEVO phones will ensure we have a failsafe in place, as well as moving forward with Next GEN compliancy, and consolidating several bills that will save thousands of dollars a year. Taylor County is also building the MECC unit, which will be utilizing the MEVO portable PSAP for disaster relief and emergency situations.

 5/25/22

May 27, 2022

Katie Morrison
9-1-1 Coordinator
Taylor County
589 US 27 E
Perry, FL 32347



Dear Ms. Morrison,

INdigital recently delivered a quote to Taylor County, providing the annual service costs for Next Generation Core Services, and our MEVO Anywhere solution which is used for 911 backup and disaster recovery.

INdigital has significant experience as one of the largest Next Generation Core Services providers in the United States. This puts us in a unique position to design and deploy a service tailored to the needs of your County.

INdigital will be the sole source and provider of this solution since:

1. INdigital has proposed an "In-State" service offering. 9-1-1 traffic will not be transported out of state to the large national hubs of other providers.

INdigital has facilities in the state of Florida to process NG911 call traffic. These locations are Winter Haven and Jacksonville. The locations were selected based on security, survivability, and network carrier access. Carriers will connect to the INdigital managed network.

INdigital establishes Points of Interconnection with the local exchange carriers as well as the Wireless Providers. For the LEC's, INdigital extends their network to meet the provider at a mutually agreed upon location. Wireless carriers have the responsibility of connecting to the INdigital network and in most cases, they connect at the INdigital data centers.

2. INdigital will leverage a local maintenance arm for our NGCS solutions, providing you with both remote support and a local presence.

INdigital has a 24x7x365 Network Operations Center in Fort Wayne Indiana. This is the primary support location for all our networks across the country.

Our local support team is familiar with the INdigital network and operational components and have a very clear understanding of Call Handling Equipment and its use.

Additionally, INdigital will make the response to any issue needing an on-site technician as seamless and expedient as possible to our customer base.

3. INdigital is the only vendor who can provide the MEVO backup/secondary call delivery solution to the agencies in Taylor County. MEVO is the developed intellectual property of INdigital and is not available for resale by any other vendor.

MEVO is a collection of devices and technologies that operate together to form a completely independent backup and disaster recovery platform, enabling the delivery of a 9-1-1 call in the event of various failure scenarios. This platform provides fundamental 9-1-1 functionality when in operation. From carrier to call handling equipment issues, MEVO facilitates the routing around the trouble spots for call delivery.

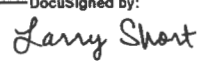
The next generation core service (NGCS) nodes use the policy routing function (PRF) to automatically reroute calls to the MEVO system in the event of a system impairment or failure. This can also be accomplished at the individual PSAP level, at the regional level, or on a statewide level. Calls can be automatically re-routed to another PSAP, a mobile command center, or the MEVO platform by the PRF function.

Alternatively, PSAPs may request that calls be redirected to MEVO by calling the network operations center (NOC), or by activating the "abandon PSAP switch" by the local authority. This is useful in accommodating scheduled maintenance activities at the PSAP. When calls are redirected to MEVO at the PSAP level, MEVO is deployed as a separate VoIP phone at each workstation. The phones are registered over the ESiNet to the MEVO server.

4. INdigital is the only vendor who offers 800# alternate routing backup. This unique approach allows to INdigital to provide carriers a path to complete a 9-1-1 call to an agency in the event of an impairment to their regular connection arrangements. This functionality allows the NGCS nodes to identify the calling party number and process it as automatic number identification (ANI). It is the leading service continuity solution in the industry. Please let us know if you have any questions or need additional information.

Additionally, INdigital's culture is service. Next generation requires a partnership and collaborative approach and requires a partnership to be successful. The traditional vendor/customer relationship has been proven ineffective in NG9-1-1. It is important for INdigital to work closely with the County's stakeholders to deliver a quality service to the citizens of, and visitors to, Taylor County

Best Regards,

DocuSigned by:

9D7962963688438
Larry Short
VP Next Generation Core Services

Certificate Of Completion

Envelope Id: ED84D19379AC46EDAD85038FDF0A3F51
 Subject: Please DocuSign: Taylor County Sole Source Letter.docx
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 2
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Stacy Roberts
 1616 Directors Row
 Fort Wayne, IN 46808
 sroberts@indigital.net
 IP Address: 107.142.133.14

Record Tracking

Status: Original
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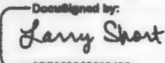
Holder: Stacy Roberts
 sroberts@indigital.net

Location: DocuSign

Signer Events

Larry Short
 lshort@indigital.net
 Vice President of NGCS & 911 Products
 INdigital
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 9C7962963888438

Signature Adoption: Pre-selected Style
 Signed by link sent to lshort@indigital.net
 Using IP Address: 107.77.199.39

Timestamp

Sent: 5/27/2022 2:47:16 PM
 Viewed: 5/27/2022 3:45:12 PM
 Signed: 5/27/2022 3:45:18 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Katie Morrison
 katie.morrison@taylorsheriff.org
 Taylor County 911 Coordinator
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 5/27/2022 3:45:18 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

5/27/2022 2:47:16 PM
 5/27/2022 3:45:12 PM
 5/27/2022 3:45:18 PM
 5/27/2022 3:45:18 PM

Payment Events

Status

Timestamps

05/27/2022

Billing Number	Circuit ID	Existing Service Description	Current Monthly Fee	INDigital Service Description	INDigital Monthly Fee	GAP
660005345	8500592145	SR/DB/ANI	\$1,215.36	Selective Routing	\$1,089.80	
	8500592146	AT&T SR/DB (352 M02-8941)	\$615.00	Database	\$435.92	
	8500592147	E&M signalling, Local Channel	\$41.42			
	8500592148	E&M signalling, Local Channel	\$41.42			
	8500592149	E&M signalling, Local Channel	\$41.42			
		E&M signalling, Local Channel	\$41.42			
		Texty	\$215.69	Texty	\$217.96	
		MFN Circuit for shared Dixie County exchange	\$682.48	NGCS Circuit 1 estimate - Comcast 10Mb EIA	\$480.94	
		Databamaster On-site DBMS	\$472.50	Commodity internet backup	\$247.00	
		Business Lines from Consolidated 4@\$35.95	\$143.80	FirstNet	\$65.00	
	Monthly Totals		\$3,510.51	Monthly Totals	\$2,536.62	
		Reimbursable from the state - database	-\$472.50	Database - Reimbursable from the state	-\$435.92	
		Reimbursable from the state - texty	-\$215.69	Texty - Reimbursable from the state	-\$217.96	
				Circuit 1 - Reimbursable from the state for text	-\$480.94	
				Circuit 2 - Reimbursable from the state for text	-\$247.00	
	Final Monthly Cost		\$2,822.32	Final Monthly Cost	\$1,401.80	\$1,420.52
				NRC - Router set up, PSAP conversion, MEVO Anywhere Kit+Tig	\$29,898.51	
				Total Setup Fees	\$29,898.51	

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

MEVO Phones/ NEXT GEN Core Services

**Meeting Date:**

June 6th, 2022

Statement of Issue: 911 Backup system as well as moving forward with NEXT GEN as to comply with the

. State of Florida's regulations. This will also consolidate expenses to save money.

Recommendation: Purchase MEVO Phones and move forward with NEXT GEN Core Services**Fiscal Impact:** \$ 29,898.51**Budgeted Expense:** Yes ☒ No ☐ N/A ☐**Submitted By:** Katie Morrison**Contact:** 850-838-1104 or katie.morrison@taylorsheriff.org**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:** INdigital created the MEVO phone, and no other company has yet to produce something similar.

Our current vendors are partnered with INdigital, which will cover assistance and maintenance on the product.

Next Gen is being state mandated, and this purchase will allow Taylor to comply. INdigital's NEXT GEN core services will help consolidate several 911 bills, saving ten thousand dollars per year.

Taylor County still does not have a back up 911 PSAP in care of disaster or emergency.

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

2. Not make purchase

Attachments: 1. Sole Source Certificate

2. Sole Source Letter from INdigital

ORIGINAL

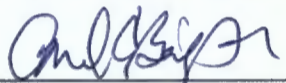
3. INdigital price quote

4. MEVO Anywhere Kit break down

5. Existing services vs INdigital breakdown

Note: Rank applicants as follows the best applicant is #1; the second best is number two, etc.

BOARDS AND COMMITTEES APPLICANT TALLY SHEET						
Rank Applicants 1-4						
Applicant Name	Jamie English	Pam Feagle	Michael Newman	Thomas Demps	Jim Moody	Total Votes
PATRICIA FRITSCH-PYKA	2	3	2	3	4	14
JOHN PRICE	1	2	4	2	3	12
JAN WALKER	3	1	1	1	1	7
RICHARD WEINBRECHT	4	4	3	4	2	17
TIE BREAKER						
Applicant Name	Jamie English	Pam Feagle	Michael Newman	Thomas Demps	Jim Moody	Total Votes

County Attorney Signature: 

Date: 6/6/2022

Attachment 4: Board and Committee Applicants' Ranking Form

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

Board and Committee Applicants Ranking Form

Date: JUNE 6, 2022

NOTE: RANK THE APPLICANTS AS FOLLOWS, THE BEST APPLICANT IS #1, THE SECOND BEST IS NUMBER TWO, ETC. 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 COASTAL WATER AND SEWER DISTRICT ONE (1) APPOINTMENT

Applicant Name:	Rank Applicants 1-4
PATRICIA FRITSCH-PYKA	2
JOHN PRICE	4
JAN WALKER	1
RICHARD WEINBRECHT	3

A handwritten signature in cursive script that reads "Michael Newman".

COMMISSIONER SIGNATURE

Attachment 4: Board and Committee Applicants' Ranking Form

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District 1

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District 2

MICHAEL NEWMAN
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PAM FEAGLE
District 4

THOMAS DEMPS
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TAYLOR COASTAL WATER AND SEWER DISTRICT ONE (1) APPOINTMENT

Applicant Name:		Rank Applicants 1-4
PATRICIA FRITSCH-PYKA	3	
JOHN PRICE	2	
JAN WALKER	1	
RICHARD WEINBRECHT	4	

A handwritten signature in blue ink, appearing to read "Thomas Demps", written over a horizontal line.

COMMISSIONER SIGNATURE

Attachment 4: Board and Committee Applicants' Ranking Form

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TAYLOR COASTAL WATER AND SEWER DISTRICT ONE (1) APPOINTMENT

Applicant Name:	Rank Applicants 1-4
PATRICIA FRITSCH-PYKA	2
JOHN PRICE	1
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RICHARD WEINBRECHT	4


COMMISSIONER SIGNATURE

Attachment 4: Board and Committee Applicants' Ranking Form

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Date: JUNE 6, 2022

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TAYLOR COASTAL WATER AND SEWER DISTRICT ONE (1) APPOINTMENT

Applicant Name:	Rank Applicants 1-4
PATRICIA FRITSCH-PYKA	3
JOHN PRICE	2
JAN WALKER	1
RICHARD WEINBRECHT	4

A handwritten signature in blue ink, appearing to be "J. Walker", written over a horizontal line.

COMMISSIONER SIGNATURE

Attachment 4: Board and Committee Applicants' Ranking Form

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District 1

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Board and Committee Applicants Ranking Form

Date: JUNE 6, 2022

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TAYLOR COASTAL WATER AND SEWER DISTRICT ONE (1) APPOINTMENT

Applicant Name:	Rank Applicants 1-4
PATRICIA FRITSCH-PYKA	4
JOHN PRICE	3
JAN WALKER	1
RICHARD WEINBRECHT	2

A handwritten signature in blue ink, appearing to read "Jim Moody".

COMMISSIONER SIGNATURE

26-A.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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June 8, 2022

Florida Department of Environmental Protection
Office of Resilience and Coastal Protection
2600 Blair Stone Road, MS 235
Tallahassee, FL 32399

Subject: Coordination of a Coastal Vulnerability Assessment and Resiliency Compact

To whom it may concern:

Taylor County Board of County Commissioners supports the coordination of a regional approach between our four coastal counties in applying for the Resilient Florida grant together.

This project provides four coastal counties (Dixie, Levy, Taylor, and Jefferson, and all local governments therein) in the Northern Nature Coast of Florida with both a package of web-based vulnerability analysis tools to the effects of sea level rise and storms. This is the first step of vulnerability analysis, predisposing the region to adaptation planning for improved coastal resilience. The tool will provide present and future coastal inundation maps, caused by sea level rise and storm surge, for 2022, 2040, and 2070 which will be used by local communities for coastal resiliency planning. Jurisdictions will be trained to use the tool and identify critical assets.

The benefits of a team approach include but are not limited to, cost effectiveness, considering the reduced need for additional staff. This will allow staff from all four coastal counties of the Suwannee River Water Management District, with support from Dr. Sheng and the University of Florida, to share innovative ideas and agree to consistently implement ordinances and planning amongst the counties and local communities.

We appreciate and support Dixie County for taking the lead in this concerted effort and will provide any necessary information needed going forward.

We are committed to working with our neighboring counties to plan, develop and implement projects for adaptation and resilience of critical infrastructure, critical ecosystems, and to continually provide for the safety of our public.

For the reasons stated above Taylor County supports this regional approach project as Dixie, Levy, Taylor, and Jefferson move forward with seeking to fund this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Demps".
Thomas Demps
Chairperson



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Upon motion of Commissioner Feagle with second by Commissioner Moody and a vote of unanimous the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

**PERRY FOLEY AIRPORT Design & Rehab R/W 12-30, Lighting & Signage
AMENDMENT to Grant Agreement for
Financial Management Project No: 436767-1-94-22**

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$3,025,321, FDOT will be funding a maximum of \$3,025,321 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Public Transportation Grant Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Thomas Demps, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Thomas Demps or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 6TH day of June 2022 in Regular Session by the *Taylor County Board of Commissioners*.

Board of County Commissioners
Taylor County, Florida

By: Thomas Demps
Thomas Demps, Chairperson

Attest: Dannell Webb
for Gary Knowles, Clerk

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

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 04/22

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DDR,DPTO	FLAIR Category:
436767-1-94-22			088719
	Work Activity Code/Function:	215	Object Code: 751000
	Federal Number/Federal Award		Org. Code: 55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number: VF596000879004
Contract Number: G1L34	Federal Award Date:		Amendment No.: 2
CFDA Number: N/A	SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Taylor County, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on _____ (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Perry-Foley Airport Design & Rehab R/W 12-30, Lighting & Signage- Additional Funding. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$475,321 bringing the revised total cost of the project to \$3,025,321.


The Department's participation is X increased/ ___ decreased by \$475,321. The Department agrees to participate in the Project cost up to the maximum amount of \$3,025,321, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

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

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

AGENCY Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 
Name: Thomas Demps
Title: Chairman

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Perry-Foley APT Design & Rehab R/W 12-30, Lighting & Signage (REDI Project)

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Runway 12-30 Rehabilitation, Lighting & Signage: Adding Additional Funding - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete or concrete R/W end replacement, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

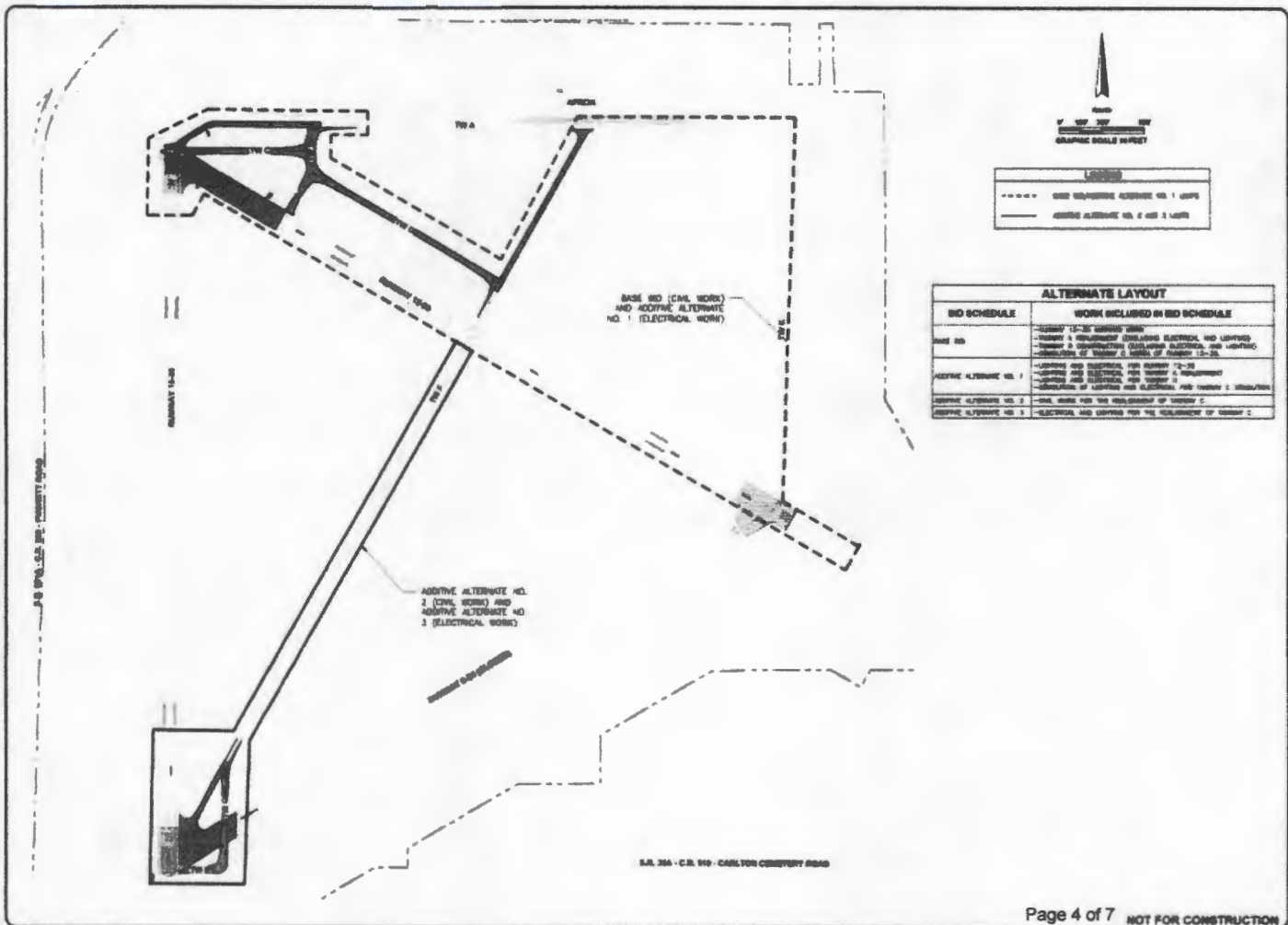
D. Deliverable(s): Perry-Foley APT Design & Rehab R/W 12-30, Lighting & Signage (REDI Project)

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



ALTERNATE LAYOUT	
BID SCHEDULE	WORK INCLUDED IN BID SCHEDULE
BASE BID	<ul style="list-style-type: none"> THREAT 15-25' BRIDGE OVER THREAT 15' BRIDGE OVER (INCLUDING ELECTRICAL AND LIGHTING) THREAT 2 CONDUIT (INCLUDING ELECTRICAL AND LIGHTING) THREAT 2 CONDUIT (INCLUDING ELECTRICAL AND LIGHTING)
ADDITIVE ALTERNATE NO. 1	<ul style="list-style-type: none"> THREAT 15-25' BRIDGE OVER THREAT 15' BRIDGE OVER (INCLUDING ELECTRICAL AND LIGHTING) THREAT 2 CONDUIT (INCLUDING ELECTRICAL AND LIGHTING) THREAT 2 CONDUIT (INCLUDING ELECTRICAL AND LIGHTING)
ADDITIVE ALTERNATE NO. 2	THREAT 15-25' BRIDGE OVER
ADDITIVE ALTERNATE NO. 3	THREAT 15-25' BRIDGE OVER




ALTERNATE
SCHEDULE
PLAN

REALIGN
TAXWAYS A AND C

SHEET NUMBER
G9

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 03/22

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436767-1-94-22	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$250,000.00
436767-1-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$2,290,578.00
436767-1-94-22	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$9,422.00
436767-1-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$273,263.00
436767-1-94-22	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$202,058.00
Total Financial Assistance							\$3,025,321.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$3,025,321.00	\$0.00	\$0.00	\$3,025,321.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,025,321.00	\$0.00	\$0.00	\$3,025,321.00			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$3,025,321

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Amendment No. 2 to the Florida Department of Transportation Public Transportation Grant Agreement, Financial Project # 436767-1-94-22 and Resolution for the Perry Foley Airport Design & Rehab of Runway 12-30 Lighting and Signage Project.

MEETING DATE REQUESTED:

June 6, 2022

Statement of Issue: Board to review and approve Amendment No. 2 to the FDOT Grant Agreement and required Resolution for the design and rehabilitation of the lighting and signage of Runway 12-30 at Perry Foley Airport.

Recommended Action: Approve the amendment to the FDOT Grant Agreement and Resolution.

Fiscal Impact: The original Grant Agreement is in the amount of \$250,000 and was INCREASED to \$2,550,000 with Amendment No. 1 on May 17, 2022. This amendment will INCREASE the grant to \$3,025,321 with NO match required by the County as we requested and received a Rural Economic Development Initiative (REDI) waiver.

Budgeted Expense: Y/N The project will be 100% grant funded.

Submitted By: Melody Cox, Grants

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Runway 12-30 is the secondary Runway at Perry Foley Airport and is in a great deal of need for the rehabilitation of the lighting and signage. The primary Runway 18-36 was rehabilitated during FY 2018 with grant funding received from FDOT and FAA. The original grant in the amount of \$250,000 funded the design phase of the Runway 12-30 project. Amendment No. 1 on May 17, 2022 increased the funding to \$2,300,000. Amendment No. 2 will increase the funding to \$3,025,321 and will fund the actual rehabilitation work. Runway 12-30 is not eligible for FAA funding as FAA only funds the Primary Runway (18-36) at the Airport.

Attachments:

**Amendment No. 2 to FDOT Public Transportation Grant
Agreement 4367671-1-94-22 and Resolution**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

June 6, 2022

Mr. Stephen Wilson
Planner
Federal Aviation Administration
Orlando Airports District Office
SouthPark Building
8427 SouthPark Circle, 5th Floor
Orlando, FL 32819

Dear Mr. Wilson:

Subject: Perry Foley Airport, Taylor County, Florida
FY 2023 Airport Improvement Program
Application – Airport Wildlife Hazard Management Program

Enclosed please find the 2023 Airport Improvement Program grant application for the following project at Perry Foley Airport:

- Airport Wildlife Hazard Management Program

The following items are enclosed for the above referenced project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424 - Application for Federal Assistance
- ✓ Project Approval Information, Budget Information, Program Narrative
- ✓ Project Specific Checklist
- ✓ Individual Project Schedule
- ✓ Environmental Determination Documentation for each project
- ✓ FAA Form 5100-100

The following items are enclosed to supplement the above grant application:

- ✓ Task Order No. 12
- ✓ Airport Sponsor Certifications
 - FAA Form 5100-130: Drug Free Workplace
 - FAA Form 5100-134: Selection of Consultants
 - FAA Form 5100-135: Conflicts of Interest
 - Certification Regarding Lobbying

Based on the information contained in this grant application package, we are requesting \$95,000.00 to cover the airport wildlife hazard management program costs.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Demps". The signature is fluid and cursive, with a large initial "T" and a long, sweeping underline.

Mr. Thomas Demps
Chairman

GRANT APPLICATION DOCUMENTS CHECKLIST

LAND ACQUISITION	PLANNING	DESIGN	CONSTRUCTION /EQUIPMENT	Description of Document / Form / Certification, etc. (● means the document/form/certification is needed for the application)
●	●	●	●	Sponsor's cover letter.
●	●	●	●	Request of "Letter of Credit" method of payment should be included in cover letter.
●	●	●	●	Application Standard Form (SF) 424 included.
●	●	●	●	Application SF 424 is properly signed and dated .
●	●	●	●	Application SF 424 funding percentages (%) are correct.
●	●	●	●	SF 424 funding is the same as initially programmed or if the funding is different, the new amount has been discussed with and/or approved by a supervisor.
●	●	●	●	SF 424 includes DUN # and TAX ID #.
●	●	●	●	Other application pages/forms: Page 2 – Part II, Project Approval Information, Section A
●	●	●	●	Page 3a – Part II, Section C
●	●	●	●	Page 3b – Part II, Section C (continued)
●	●	●	●	Page 4 – Part III, Budget Information – Construction (FAA Form 5100-100)
●	●	●	●	Page 5 – Section C – Exclusions (FAA Form 5100-100)
●	●	●	●	Page 6 – Part IV, Program Narrative (FAA Form 5100-100)
●	●	●	●	Detail Project(s) Costs breakdown (individual) attached.
●	●	●	●	Project(s) Narrative (individual) attached.
●	●	●	●	Marked project(s) sketch attached.
		●	●	All construction work and/or equipment items are included in the approved "Plans and Specifications".
●		●	●	Categorical Exclusions checklist if applicable, or quote appropriate environmental document (Environmental Impact Statement (EIS) or Environmental Assessment (EA)), and the approval document (Record of Decision or FONSI), and the date of approval.
●				Land Acquisition based on land/property appraisals. (performed by certified property appraiser)
			●	Construction costs or equipment purchases are based on lowest responsive bidder. <input type="checkbox"/> Yes <input type="checkbox"/> No
			●	Project is "Phase" construction. <input type="checkbox"/> Yes <input type="checkbox"/> No
●	●	●	●	All "Force Account" work <u>REQUIRES PRIOR APPROVAL</u> to the execution of work otherwise it is not eligible.
●	●	●	●	Exhibit "A" – Airport Property Map is attached, or is referenced to the last application/grant that the property map was submitted if there have been no changes since then. When making reference to the map, need date on map.
●	●	●	●	Exhibit "C" – Title Opinion is attached, or is referenced to the last application/grant that the title opinion was submitted if there have been no changes since then. Title opinion needs to have airport property map date.
				When making reference to the or an airport property map and title opinion both must reference the same previous application/grant.
●	●	●	●	Individual project(s) schedule, and grant schedule

[illegible]

[illegible]

		DESIGN	CONSTRUCTION	
				CONSTRUCTION PROJECTS (construction phase)
		•	•	Sponsor certification for Plans and Specification in accordance to FAA design and construction standards, or have prior MOS approval. At this time NO MODIFICATIONS are accepted.
		•	•	"Safety During Construction Plan" and "Construction Sequence and Phasing Plan" if airport a Part 139 large or medium, it is very likely it will require a Safety Management System study/plan.
		•	•	"Engineer's Report" if project is pavement, must include the design of the pavement section and a drawing of the typical pavement section. (Use FAA Form 5100-1)
		•	•	"Construction Management Plan" <u>REQUIRED</u> for all pavement projects \$250,000 or more in pavement.
		•	•	Proposed construction projects coordinated through the OE/AAA program. (7460 submitted?)
		•	•	All construction work and/or equipment items are included in the approved "Plans and Specifications".
			•	Bid proposal for the lowest responsive bidder. (bidder that complies with all requirement without exceptions)
			•	Bid Tabulation (a tabulation/ledger of all bids and the engineer's estimate.)
			•	Engineer's recommendation to award contract (to low bidder)
			•	Sponsor's letter to FAA in agreement with his engineer to award contract.
				New development (Plans and Specifications) shall comply with the approving environmental document that approves the project.
			CONSTRUCTION	PRIOR TO "NOTICE TO PROCEED" check
			•	Copy of Low Bidder's Proposal
			•	Copy of the Executed Construction Contract
			•	If project is \$100,000 or more:
				- Copy of the "Payment Bond" for 100% the contract (\$) amount.
				- Copy of the "Performance Bond" for 100% the contract (\$) amount.
				- Power of Attorney for the person representing the bonding company.
			•	If project is less than \$100,000:
				- Bonding requirements for construction projects are found in 49 CFR Par 18.36(h) and allows the sponsor to follow local government requirement relating to bid warranties, performance and payment bonds for construction.
			•	EEO and Non-Segregated facilities certification duly executed.

[illegible]

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received: 06/01/2022		4. Application Identifier:			
5a. Federal Entity Identifier: Taylor County, Florida			* 5b. Federal Award Identifier:		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: Taylor County, Florida					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000879			* c. Organizational DUNS: 065887796		
d. Address:					
* Street1: 108 N Jefferson St. Street 2: * City: Perry County: * State: Florida Province: Country: *Zip/ Postal Code: 32347					
e. Organizational Unit:					
Department Name: Taylor County, Florida			Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms. First Name: LaWanda Middle Name: * Last Name: Pemberton Suffix:					
Title: County Administrator					
Organizational Affiliation: County Administrator					
* Telephone Number: (850) 838-3500			Fax Number:		
* Email: lpemberton@taylorcountygov.com					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Taylor County, Florida

* 15. Descriptive Title of Applicant's Project:

Airport Wildlife Hazard Management Program

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2

*b. Program/Project: 2

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2022

*b. End Date: 07/03/2023

18. Estimated Funding (\$):

*a. Federal	85,500.00
*b. Applicant	
*c. State	9,500.00
*d. Local	0.00
*e. Other	
*f. Program Income	
*g. TOTAL	95,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Thomas

Middle Name:

*Last Name: Demps

Suffix:

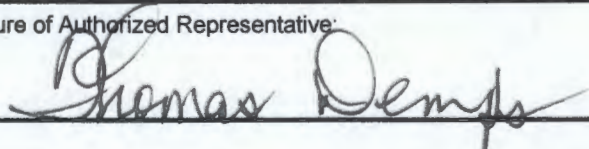
*Title: Chairman

*Telephone Number: (850) 838-3500

Fax Number:

* Email: tdemps@taylorcountygov.com

*Signature of Authorized Representative:



*Date Signed: 06/06/2022

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	Applicant Information: Enter the following in accordance with agency instructions: <ol style="list-style-type: none"> Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions: <ol style="list-style-type: none"> State Government County Government City or Township Government Special District Government Regional Organization U.S. Territory or Possession Independent School District Public/State Controlled Institution of Higher Education Indian/Native American Tribal Government (Federally Recognized) Indian/Native American Tribal Government (Other than Federally Recognized) Indian/Native American Tribally Designated Organization Public/Indian Housing Authority Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) Private Institution of Higher Education Individual For-Profit Organization (Other than Small Business) Small Business Hispanic-serving Institution

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, and NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

Project Specific Checklist
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Project Description:

Airport Wildlife Hazard Management Program

Airport Name / City, FL:

Perry Foley Airport, Taylor County, Florida

Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)		Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Table E-2 (f)		
b.	Is the project justified? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:		Aug-17	
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:		Aug-17	
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?		Apr-22	
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	Y		
hh.	If applicable, identify date MOS was approved by FAA.			N/A
i.	Has the project been procured correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3,	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100 38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14).	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.		30	
If discretionary funding is being requested for this project answer the following:				
1	Is this project phased?			
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application?			
If funding requested for this project is for an LOI, provide the following:				
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

Perry Foley Airport
Airport Wildlife Hazard Management Program

PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	12/12/2017
Pre-Application Submittal to FAA	3/21/2022
Pre-design Conference	2/21/2022
CSPP and Airspace Coordination in OE/AAA	N/A
Completion of Plans and Specifications, and Eng. Report	N/A
Submit Plans and Specs to FAA	N/A
Advertisement of Project for Bids	N/A
Bid Opening	N/A
Bid Tabulation Submittal and Recommendation of Award	N/A
Application Submittal to FAA	6/6/2022
Grant Offer	TBD
Execution of FAA Grant	TBD
Pre-construction Conference	TBD
Notice to Proceed to Contractor	TBD
Completion of Airport Wildlife Hazard Management Program	450 days following NTP
Project Close-Out	480 days following NTP



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land** (49 U.S.C. § 47106(b)) –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: "Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

No land adjacent to the airport will be impacted.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is reasonably consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

All contracts have been approved at publically advertised meetings.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

None required.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A - This is a planning project only.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A - This is a planning project only.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A - This is a planning project only.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20-106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			95,000
14. Subtotal (Lines 1 through 13)			\$ 95,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			95,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 95,000
19. Federal Share requested of Line 18			85,500
20. Grantee share			
21. Other shares			9,500
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 95,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. FDOT share of Airport Wildlife Hazard Management Program	\$ 9,500
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 9,500

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	9,500
b. Other	
c. TOTAL - Other Shares	\$ 9,500
26. TOTAL NON-FEDERAL FINANCING	\$ 9,500

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Airport Wildlife Hazard Management Program

AIRPORT: Perry Foley Airport

1. Objective:

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

2. Benefits Anticipated:

Any wildlife hazards will be identified and a mitigation plan developed to enhance safety at the airport.

3. Approach: (See approved Scope of Work in Final Application)

The project consists of two primary elements as follows:

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

4. Geographic Location:

Taylor County, Florida

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Ms. LaWanda Pemberton (850-838-3500)
108 N Jefferson St., Perry, Florida 32347



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Taylor County

Airport: Perry Foley Airport (FPY)

Project Number:

Description of Work: Airport Wildlife Hazard Management Program

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Perry Foley Airport

Address: 511 Industrial Park Drive, Perry, Florida 32348

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 6th day of June, 2022.

Name of Sponsor: Taylor County

Name of Sponsor's Authorized Official: Mr. Thomas Demps

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official:

A handwritten signature in black ink, appearing to read "Thomas Demps", is written over a horizontal line.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Taylor County

Airport: Perry Foley Airport (FPY)

Project Number:

Description of Work: Airport Wildlife Hazard Management Program

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

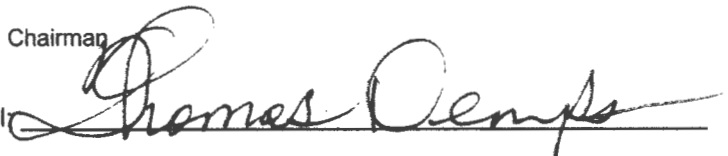
Executed on this 6th day of June, 2022.

Name of Sponsor: Taylor County

Name of Sponsor's Authorized Official: Mr. Thomas Demps

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Taylor County

Airport: Perry Foley Airport (FPY)

Project Number:

Description of Work: Airport Wildlife Hazard Management Program

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 6th day of June, 2022.

Name of Sponsor: Taylor County

Name of Sponsor's Authorized Official: Mr. Thomas Demps

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official:

A handwritten signature in black ink, appearing to read "Thomas Demps", is written over a horizontal line.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

PART II
PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency Date / / <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of plan <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

INSTRUCTIONS PART II

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1. — Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. — Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. — Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. — Furnish the name of the approving agency and the approval date.

Item 5. — Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. — Show the Federal population residing or working on the federal installation that will benefit from this project.

Item 7. — Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8. — Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. — State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. — Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation. Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20.

PART III - BUDGET INFORMATION**SECTION A - BUDGET SUMMARY**

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Wildlife Mgmt		\$85,500.00	\$	\$85,500.00	\$9,500.00	\$95,000.00
2.						
3.						
4.						
5. TOTALS		\$85,500.00	\$	\$85,500.00	\$9,500.00	\$95,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	85,500.00		85,500.00	9,500.00	95,000.00
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$85,500.00	\$	\$85,500.00	\$9,500.00	\$95,000.00
7. Program Income	\$	\$	\$	\$	\$

INSTRUCTIONS PART III GENERAL INSTRUCTIONS

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

SECTION A. BUDGET SUMMARY

Lines 1-4, Columns (a) and (b).

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

SECTION B. BUDGET CATEGORIES

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function, or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6 a-h - Show the estimated amount for each direct cost budget (object class) category for each column with program, function, or activity heading.

Line 6i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

Line 6k - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	\$	\$9,500.00	\$	\$ 9,500.00
9.				
10.				
11.				
12. TOTALS		9,500.00		9,500.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
13. Federal	\$85,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$25,500.00
14. Non-Federal	9,500.00	2,000.00	2,000.00	2,000.00	3,500.00
15. TOTAL	\$95,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$29,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION)

INSTRUCTIONS

PART III (CONTINUED)

SECTION C. SOURCE OF NON-FEDERAL RESOURCES

Line 8-11 - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, Office of Management and Budget Circular No. A-102.)

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, Office of Management and Budget Circular No. A-102).

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

SECTION E. BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

Lines 16 - 19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules, as needed.

Line 20 - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

SECTION F - OTHER BUDGET INFORMATION.

Line 21 - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations required herein or any other comments deemed necessary.

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Perry Foley Airport Project Title: Airport Wildlife Hazard Management Program

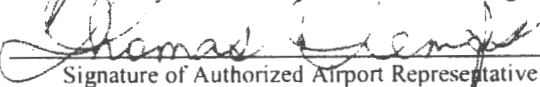
Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.** 5-6.1(o)

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.


Signature of Authorized Airport Representative

03/29/2022
Date

FAA Determination (signature of Program Manager):

Categorically Excluded: AMY MARIE REED Digitally signed by AMY MARIE REED
Date: 2022.04.01 09:53:07 -04'00' Date: _____

Requires further environmental analysis: _____ Date: _____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Foley Airport

Prepared and certified by: John Collins, P.E.

Date: March 21, 2022

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED			
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		x	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		x	
Federal, state, tribal, or local natural, ecological, or scenic resources		x	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		x	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		x	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		x	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		x	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		x	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		x	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

EXHIBIT A: SCOPE OF SERVICES

AIRPORT WILDLIFE HAZARD MANAGEMENT PROGRAM

Perry-Foley Airport (FPY)

Taylor County, Florida

March 2022

PROJECT DESCRIPTION:

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

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

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

PROJECT JUSTIFICATION:

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

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

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

ENGINEER/BIOLOGIST:

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

SCOPE OF SERVICES:

Task 1—Wildlife Hazard Assessment (WHA):

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

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

To adequately identify “the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences” during the WHA, the FAA and USDA/WS recommend that standardized survey procedures be used. These standardized procedures should provide an objective assessment of hazardous wildlife in the airport environment that can be repeated in future years for comparative purposes. Objective procedures for assessing bird populations will be based on North American Breeding Bird Survey methodology. Standardized counts of birds should be made at established survey points at least twice monthly. In addition, specialized surveys might be needed as part of the overall assessment to document large-to-mid-sized mammals, such as deer or jackrabbits (from vehicle using spotlight or night vision equipment), and small mammals, such as voles and mice (snap traps), on the airport. These specialized mammal surveys should be conducted at least twice during the 12-month period.

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

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

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

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

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

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

Task 2—Wildlife Hazard Management Plan (WHMP):

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

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

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

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

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

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

PROJECT BUDGET ESTIMATES:

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Taylor County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr.

* First Name: Thomas

Middle Name:

* Last Name: Damps

Suffix:

* Title: Chairman

* SIGNATURE:



* DATE: 06/06/2022

TASK ORDER NO. 12
Professional Services

Airport Wildlife Hazard Management Program
June 1, 2022
Perry Foley Airport, Taylor County, Florida

Task Order No. 12

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Engineering, Planning, Design, and Construction Management Services, dated December 12, 2017, all of which terms and conditions are incorporated herein by reference.

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

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

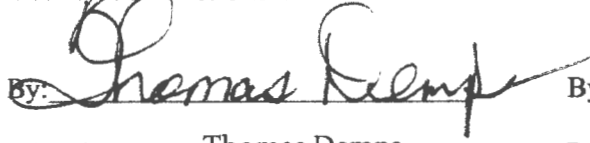
The Lump Sum fee for the services shall be Ninety-Five Thousand and 00/100 dollars (\$95,000.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.

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

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

Accepted by:

**Taylor County Board of
County Commissioners**

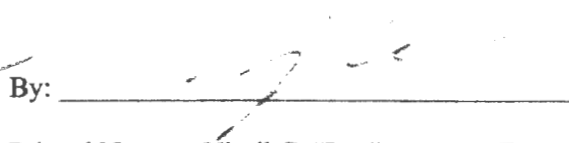
By: 

Printed Name: Thomas Demps

Title: Chairman

Accepted by:

AVCON, Inc.

By: 

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

Title: Vice President

EXHIBIT A: SCOPE OF SERVICES

AIRPORT WILDLIFE HAZARD MANAGEMENT PROGRAM

Perry-Foley Airport (FPY)

Taylor County, Florida

March 2022

PROJECT DESCRIPTION:

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

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PROJECT JUSTIFICATION:

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ENGINEER/BIOLOGIST:

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SCOPE OF SERVICES:

Task 1—Wildlife Hazard Assessment (WHA):

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

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Task 2—Wildlife Hazard Management Plan (WHMP):

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Task 2—Wildlife Hazard Management Plan (WHMP) Payment & Deliverable Milestones.

Payments for the above-listed task will be made after the following deliverables are received or milestones occur:

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

PROJECT BUDGET ESTIMATES:

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Airport Improvement Program Grant application and Task Order to the Federal Aviation Administration (FAA) requesting funding assistance for the development of an Airport Wildlife Hazard Management Program for the Perry-Foley Airport

MEETING DATE REQUESTED:

June 6, 2022

Statement of Issue: Board to review and approve Airport Improvement Program Grant application and Task Order to the Federal Aviation Administration (FAA) requesting funding assistance in the amount of \$95,000 for the development of an Airport Wildlife Hazard Management Program for the Perry-Foley Airport.

Recommended Action: Approve Application and Task Order

Fiscal Impact: The County is requesting funding assistance in the amount of \$95,000. \$85,500 is being requested from FAA and \$9,500 from FDOT Aviation. The County is requesting the waiver of match under the Rural Economic Development Initiative (REDI). The project will be 100% grant funded if approved.

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

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FAA Pre-Application was approved by the Board on April 4, 2022. The Plan will address hazardous wildlife attractants affecting aircraft movement and public and aircraft safety at or in the immediate vicinity of the Airport. It is anticipated the Plan will take twelve (12) months to complete.

Attachments: Airport Grant Application Forms and Task Order