

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

MONDAY, JULY 10, 2023

6:00 P.M.

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

OLD POST OFFICE

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	CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3	V-CHAIR	MICHAEL NEWMAN	IN PERSON	ALL
4		PAM FEAGLE	IN PERSON	ALL
5		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>
CO ADMINISTRATOR	LAWANDA PEMBERTON	IN PERSON	ALL
ASST CO ADMIN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
GRANTS WRITER	MELODY COX	PHONE	PARTIAL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CLERK OF COURT	GARY KNOWLES	IN PERSON	ALL
DEPUTY CLERK	SALINA GRUBBS	IN PERSON	ALL

COMMISSIONER 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 MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JUNE 20, 2023.

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

GENERAL REVENUE FUND	69842	THROUGH	69913	INCLUSIVE
GENERAL FUND VOUCHERS	V69914	THROUGH	V69944	INCLUSIVE
ROAD AND BRIDGE FUND	5017762	THROUGH	5017773	INCLUSIVE
ROAD AND BRIDGE FUND VOUCHERS	V5017774	THROUGH	V5017787	INCLUSIVE

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

6. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF AIR RESOURCES MANAGEMENT APPLICATION FOR NON-TITLE V AIR PERMIT RENEWAL AND LETTER OF REQUEST FOR FEE WAIVER, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE CHAIRMAN'S SIGNATURE ON THE OPERATIONAL SELF ASSESSMENT (OSA) REQUIRED TO SUBMIT ANNUALLY TO THE U.S. DEPARTMENT OF TREASURY AND THE GULF CONSORTIUM TO BE ELIGIBLE TO RECEIVE RESTORE ACT FUNDS, AS AGENDAED BY MELODY COX, GRANTS WRITER.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AUTHORIZE SIGNATURE OF SUPPLEMENTAL SETTLEMENT AGREEMENT FOR ROOT V. TAYLOR COUNTY.
9. THE BOARD TO CONSIDER APPROVAL OF THE ANNUAL END OF YEAR RECAPITULATION REPORT FOR THE NON AD VALOREM ROLLS IN OUR COUNTY FOR 2022, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE ANNUAL END OF YEAR RECAPITULATION OF ERROR & INSOLVENCIES FOR ALL AD VALOREM & NON AD VALOREM ROLLS IN OUR COUNTY FOR 2022, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.

MOTION TO APPROVE CONSENT ITEM NOS FOUR (4) THROUGH TEN (10).

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTRY, SUPPLEMENTAL SETTLEMENT AGREEMENT FOR ROOT V.
TAYLOR COUNTY

BIDS/PUBLIC HEARINGS:

- 11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A RESOLUTION FOR THE SETTING OF SPEED LIMIT ON CERTAIN ROADS IN KEATON BEACH.**

DISCUSSION:

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER MOODY, AUTHORIZING THE COUNTY ATTORNEY TO READ THE PROPOSED RESOLUTION BY TITLE. MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTORNEY READ RESOLUTION.

CHAIRMAN OPENED FOR PUBLIC COMMENTS. THERE WERE NO PUBLIC COMMENTS, THEREFORE CHAIRMAN CLOSED PUBLIC HEARING.

MOTION TO ADOPT RESOLUTION FOR THE SETTING OF SPEED LIMIT ON CERTAIN ROADS IN KEATON BEACH.

ROLL CALL BY CLERK

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

MOTION CARRIED BY 4-1 VOTE.

ATTACHMENTS: RESOLUTION

12. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

DISCUSSION:

BOARD RECEIVED ONE SEALED BID FROM BFC HARVESTING INC., IMMOKALEE, FL. ON 7/10/23 AT 1:30 P.M. AFTER THE DEADLINE.

MOTION BY COMMISSIONER DEMPS, SECOND BY COMMISSIONER FEAGLE TO REJECT THE SEALED BID. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION TO RE-ADVERTISE TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC REQUESTS:

13. MICHAEL THRIFT, TAYLOR COUNTY SENIOR CITIZENS CENTER BOARD PRESIDENT AND INTERIM EXECUTIVE DIRECTOR TO DISCUSS FUNDING REQUEST.

DISCUSSION:

MICHAEL THRIFT, TCSC BOARD PRESIDENT, REQUESTING ASSISTANCE TO HELP PROVIDE SERVICES TO SENIOR CITIZENS OF TAYLOR COUNTY. STATE ONLY ALLOWS FEEDINGS OF 22 ELIGIBLE SENIORS PER DAY. WE ARE CURRENTLY FEEDING 34.

COMMISSIONER FEAGLE-WHAT IS THE COST TO PROVIDE EACH MEAL?

MICHAEL THRIFT-IT COST \$15 A DAY FOR ONE MEAL.

COMMISSIONER FEAGLE THANKED MICHAEL THRIFT FOR VOLUNTEERING HIS TIME AND WORK.

CHAIRMAN ENGLISH- I WOULD LIKE TO LOOK AT THIS DURING OUR BUDGET WORKSHOP MEETING.

COMMISSIONER FEALGE- I WOULD LIKE TO SEE BUDGETING OF ABOUT \$25,000 A YEAR AND WOULD CHALLENGE THE CITY TO DO THE SAME.

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

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

- 14. THE BOARD TO CONSIDER APPOINTMENT OF 2023 VALUE ADJUSTMENT BOARD MEMBERS: TWO (2) PRIMARY MEMBERS (ONE PRIMARY MEMBER TO BE ELECTED AS CHAIR OF THE BOARD), ONE (1) ALTERNATE MEMBER, AND ONE (1) CITIZEN MEMBER, AS AGENDAED BY THE CLERK.**

DISCUSSION:

COMMISSIONER FEAGLE REQUESTED CLERK, GARY KNOWLES, TO REACH OUT TO WALLACE HOLMES TO SEE IF HE IS INTERESTED IN THE CITIZEN MEMBER'S POSITION. HE HAS HELD THIS POSITION IN THE PAST.

MICHAEL THRIFT- IF MR. WALLACE HOLMES IS NOT INTERESTED FOR THIS TERM, I WOULD LIKE TO BE CONSIDERED FOR THE CITIZEN MEMBER'S POSITION.

MOTION TO APPOINT THE FOLLOWING:

MEMBER/CHAIR-JAMIE ENGLISH

2ND MEMBER-COMMISSIONER PAM FEAGLE

ALTERNATE-COMMISSIONER JIM MOODY

CITIZEN-

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

MOTION CARRIED BY UNANIMOUS VOTE.

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR INSTALLATION OF A 6'X20' FLOATING DOCK AT HODGES PARK FOR EMERGENCY SERVICES, AS AGENDAED BY JOHN LOUK, DIRECTOR OF EMERGENCY MANAGEMENT.

DISCUSSION:

JOHN LOUCK, EMERGENCY MANAGEMENT DIRECTOR-THE PURPOSE OF THE DOCK WILL BE FOR EMERGENCY USE ONLY. IT WILL BE LOCATED NEXT TO THE PIER AT THE END. THERE WILL BE HANDRAILS AND WILL BE SECURE.

MOTION TO APPROVE REQUEST FOR INSTALLATION OF A 6'X20' FLOATING DOCK AT HODGES PARK FOR EMERGENCY SERVICES.

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

MOTION CARRIED BY UNANIMOUS VOTE.

GENERAL BUSINESS:

16. THE BOARD TO DISCUSS MOSQUITO CONTROL OPERATIONS, AS AGENDAED BY COMMISSIONER FEAGLE.

DISCUSSION:

COMMISSIONER FEAGLE-WOULD LIKE TO PROPOSE THAT THE HOLD HARMLESS AFFIDAVIT BE AVAILABLE ONLINE. I WOULD ALSO LIKE TO GIVE OUT A FEW MORE DUNKS EVERY MONTH TO HELP CONTROL THE MOSQUITOES.

GARY WAMBOLT, DIRECTOR OF ENVIROMENTAL SERVICES- THE HOLD HARLMESS AFFIDAVIT IS CURRENTLY ON THE WEBSITE. WE ARE CURRENTLY GIVING OUT TWO (2) DUNKS FOR STANDING WATER WHICH LAST ABOUT 30 DAYS.

WE ARE SPRAYING FOR THE MOSQUITOES. HOWEVER, YOU CAN ONLY SPRAY ONCE EVERY 3 DAYS.

COUNTY ADMINISTATOR- WHAT IS THE COST PER YEAR?

ENVIROMENTAL SERVICE DIRECTOR- IT COST AN AVERAGE OF \$6,000 PER YEAR.

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

COUNTY STAFF ITEMS:

17. THE BOARD TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE 2024-2025 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), AS AGENDAED BY THE GRANTS WRITER.

DISCUSSION:

GRANTS WRITER, MELODY COX- BOARD CAN SELECT UP TO TWO (2) PROJECTS BETWEEN \$50,000 TO \$200,000. WE WILL NEED TO ADVERTISE TWO PUBLIC HEARINGS, BOTH MEETINGS IN AUGUST, WITH A 10 DAYS' NOTICE.

COMMISSIONER NEWMAN SUGGESTED PICKLE BALL COURTS AT SOUTHSIDE PARK.

COUNTY ADMINISTRATOR SUGGESTED RENOVATIONS TO THE HORSEMAN'S ARENA AT THE FOREST CAPITAL HALL.

MOTION TO MOVE FORWARD WITH PICKLE BALL COURTS AT SOUTHSIDE PARK AS PRIMARY PROJECT AND THE HORSEMAN'S ARENA GROUNDS AT THE FOREST CAPITAL HALL AS SECONDARY PROJECT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

18. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT 3-12-0064-020-2023 BETWEEN TAYLOR COUNTY AND THE FEDERAL AVIATION ADMINISTRATION (FAA)FOR THE DESIGN OF PERRY FOLEY AIRPORT APRON HIGH MAST AND EDGE LIGHTS, AS AGENDAED BY THE GRANTS WRITER.

DISCUSSION:

COUNTY ATTORNEY BRINGS BOARD'S ATTENTION TO THE GRANT AGREEMENT. STAFF NEEDS TO REALLY MAKE SURE EVERYTHING IS OKAY TO PROTECT THE BOARD.

MOTION TO APPROVE GRANT AGREEMENT 3-12-0064-020-2023 BETWEEN TAYLOR COUNTY AND THE FEDERAL AVIATION ADMINISTRATION (FAA)FOR THE DESIGN OF PERRY FOLEY AIRPORT APRON HIGH MAST AND EDGE LIGHTS

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: PERRY FOLEY AIRPORT APRON HIGH MAST AND EDGE LIGHTS GRANT AGREEMENT

19. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND THE GULF ECOSYSTEM RESTORATION COUNCIL/GULF CONSORTIUM FOR THE POSSIBLE ACQUISITION OF 3.95 ACRE SITE, KNOWN AS SPRING WARRIOR, AS AGENDAED BY THE GRANTS WRITER.

DISCUSSION:

GRANTS WRITER, MELODY COX- THIS \$621,686 GRANT IS FOR THE ACQUISITION OF 3.95 ACRES KNOWN AS SPRING WARRIOR. BEFORE PURCHASE, WE HAVE TO HAVE A "YELLOW BOOK" APPRAISAL, SURVEY AND ENVIRONMENTAL ASSESSMENT.

COUNTY ATTORNEY ADVISED THE BOARD THERE WILL BE A FEDERAL INTEREST IN THE PROPERTY.

COMMISSIONER FEAGLE CONCERNED WITH THE APPRAISAL NOT MEETING THE PURCHASE PRICE AND THE DIFFERENCE COMING OUT OF THE BUDGET TO ACQUIRE THIS PROPERTY.

MOTION TO APPROVE THE GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND THE GULF ECOSYSTEM RESTORATION COUNCIL/GULF CONSORTIUM FOR THE POSSIBLE ACQUISITION OF 3.95 ACRE SITE, KNOWN AS SPRING WARRIOR.

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: SPRING WARRIOR GRANT AGREEMENT

COUNTY ATTORNEY ITEMS:

20. THE BOARD TO CONSIDER AUTHORIZING THE CHAIRPERSON TO DISCUSS PAYMENT TERMS FOR ATTORNEY SERVICES WITH THE COUNTY ATTORNEY.

DISCUSSION:

MOTION TO AUTHORIZE THE CHAIRPERSON TO DISCUSS PAYMENT TERMS FOR ATTORNEY SERVICES WITH THE COUNTY ATTORNEY.

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

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ADMINISTRATOR ITEMS:

- 21. THE BOARD TO FURTHER DISCUSS REQUEST TO ADVERTISE REQUEST FOR PROPOSAL DOCUMENTS AND DRAFT AGREEMENT FOR HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES AND IMPACT OF FSS 403.70605(3), AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

DISCUSSION:

COUNTY ADMINISTATOR WAS MADE AWARE OF THE FLORIDA STATUTE WHICH INCLUDES PROVISIONS FOR ANY DISPLACEMENT OF PRIVATE WASTE COMPANIES.

COMMISSIONER FEAGLE REQUESTED COUNTY ADMINISTRATOR TO CHECK WITH OTHER SURROUNDING COUNTIES TO SEE HOW THEY ARE HANDLING THE PRIVATE HAULERS WITH PERMITS.

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

22. THE BOARD TO DISCUSS AND PROVIDE DIRECTION OF ENFORCEMENT OF TAYLOR COUNTY CODE 42-889(H), NONPERMITTED STRUCTURES OR FACILITIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

DISCUSSION:

COUNTY ADMINISTRATOR REQUESTED DIRECTION OF ENFORCEMENT OF TAYLOR COUNTY CODE 42-889(H). THIS IS DUE TO THE ONGOING ISSUES CONCERNING FENCES AND STRUCTURES ON RIGHT-OF-WAY ON COUNTY PROPERTY AND THE HOMEOWNERS NOT WANTING TO MOVE THE FENCE AND OR STRUCTURE. THE CURRENT ORDINANCE STATES THAT THE COUNTY MUST PROVIDE A 10-DAY NOTICE TO THE LANDOWNERS OF THE OBSTRUCTION OF THE RIGHT-OF-WAY AND IF IT'S NOT REMOVED THE COUNTY MAY REMOVE THE ENCROACHMENT AT THE LANDOWNER'S EXPENSE.

CHAIRMAN ENGLISH- THE LANDOWNER WAS TOLD AND UNDERSTAND THE FENCE NEEDS TO BE REMOVED.

COUNTY ADMINISTRATOR- IS THE BOARD COMFORTABLE WITH US PROVIDING A 10-DAY NOTICE TO THE LANDOWNERS TO REMOVE THE FENCE?

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

23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

DISCUSSION:

COUNTY ADMINISTRATOR UPDATED THE BOARD ON THE FIREFIGHTER PROGRAM. THERE ARE CURRENTLY 2 ENROLLED IN THE PROGRAM AND IS GOING WELL.

WE SHOULD HEAR FROM THE SAFER GRANT LATER THIS MONTH.

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

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

DISCUSSION:

THERE WERE NO COMMENTS AND CONCERNS FROM THE PUBLIC.

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

25. BOARD INFORMATIONAL ITEMS:

DISCUSSION:

COMMISSIONER FEAGLE

- I AM GETTING CALLS ABOUT CENTURY AMBULANCE SERVICE REFUSING SERVICES AND MISINFORMATION. WE NEED TO GET THE AMBULANCE SERVICE AND THE HOSPITAL ON THE SAME PATH.
- SHADY GROVE PLAYGROUND EQUIPMENT NEEDS REPAIRS.
- SHADY GROVE ROLL-OFF IS NOT OPEN WHEN REQUIRED AND ATTENDANTS NOT HELPING OUT.

COMMISSIONER DEMPS

- FRED WILLIAMS ROAD HAS A WASH OUT.

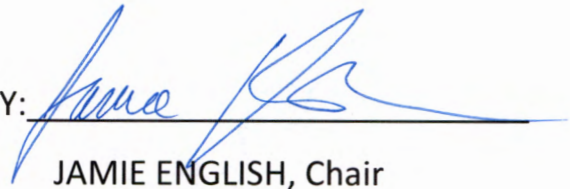
Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English						
Moody						
Newman						
Feagle						
Demps						

THE HOUR BEING APPROXIMATELY 8:28 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER DEMPS MADE A MOTION, WITH A SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

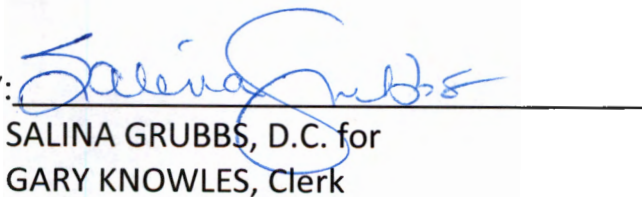
BY:



JAMIE ENGLISH, Chair

ATTEST:

BY:



SALINA GRUBBS, D.C. for
GARY KNOWLES, Clerk

SUNGARD PENTAMATION, INC.
DATE: 07/11/2023
TIME: 16:33:52

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '69842' and '69913'
ACCOUNTING PERIOD: 10/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69842	06/23/23	001577	TAYLOR COASTAL WATER&SEW	0473	4/18-5/17/23	0.00	252.03
1011010	69843	06/23/23	7382	ABS TECHNOLOGY SOLUTIONS	0260	AGMT# 015-1408408-000	0.00	40.32
1011010	69843	06/23/23	7382	ABS TECHNOLOGY SOLUTIONS	0261	AGMT# 015-1408408-000	0.00	40.32
1011010	69843	06/23/23	7382	ABS TECHNOLOGY SOLUTIONS	0277	AGMT# 015-1408408-000	0.00	40.32
TOTAL CHECK							0.00	120.96
1011010	69844	06/23/23	6281	VERIZON WIRELESS SERVICE	0237	ACCT# 422620952-00001	0.00	76.34
1011010	69845	06/30/23	001851	AT&T - ATLANTA	0237	352 M02-8941 008 1986	0.00	615.00
1011010	69845	06/30/23	001851	AT&T - ATLANTA	0237	3/20-4/19/23	0.00	615.00
TOTAL CHECK							0.00	1,230.00
1011010	69846	06/30/23	7382	ABS TECHNOLOGY SOLUTIONS	0164	AGMT# 025-1499967-000	0.00	161.01
1011010	69847	06/30/23	5096	WASTE PRO - TALLAHASSEE	0192	ACCT# 147122	0.00	85.22
1011010	69847	06/30/23	5096	WASTE PRO - TALLAHASSEE	0160	ACCT# 026077	0.00	244.77
1011010	69847	06/30/23	5096	WASTE PRO - TALLAHASSEE	0383	ACCT# 108497	0.00	128.08
1011010	69847	06/30/23	5096	WASTE PRO - TALLAHASSEE	0383	ACCT# 108497	0.00	127.63
1011010	69847	06/30/23	5096	WASTE PRO - TALLAHASSEE	0430	ACCT# 026080	0.00	109.08
1011010	69847	06/30/23	5096	WASTE PRO - TALLAHASSEE	0430	ACCT# 026080	0.00	109.08
TOTAL CHECK							0.00	803.86
1011010	69848	06/30/23	L2183150	UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	37.00
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0237	7/1-7/31/23	0.00	353.73
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0237	7/1-7/31/23	0.00	1,381.04
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0719	COUNTY JUDGE	0.00	56.02
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0601	CIRCUIT JUDGE	0.00	41.33
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0277	7/1-7/31/23	0.00	72.21
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0171	7/1-7/31/23	0.00	174.52
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0350	7/1-7/31/23	0.00	257.54
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0114	7/1-7/31/23	0.00	59.33
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0473	7/1-7/31/23	0.00	8.80
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0487	7/1-7/31/23	0.00	44.11
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0488	7/1-7/31/23	0.00	122.75
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0164	7/1-7/31/23	0.00	117.74
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0113	7/1-7/31/23	0.00	477.92
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0111	7/1-7/31/23	0.00	30.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0500	7/1-7/31/23	0.00	23.76
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0260	7/1-7/31/23	0.00	34.76
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0160	7/1-7/31/23	0.00	48.60
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0260	7/1-7/31/23	0.00	33.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0430	7/1-7/31/23	0.00	47.26
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0489	7/1-7/31/23	0.00	221.88
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0261	7/1-7/31/23	0.00	23.26
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0261	7/1-7/31/23	0.00	23.26
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0261	7/1-7/31/23	0.00	57.41
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0261	7/1-7/31/23	0.00	46.27
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0118	7/1-7/31/23	0.00	9.50
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0106	7/1-7/31/23	0.00	9.50
1011010	69851	07/07/23	000112	660 - CONSOLIDATED COMMU	0261	7/1-7/31/23	0.00	23.26

SUNGARD PENTAMATION, INC.
 DATE: 07/11/2023
 TIME: 16:33:52

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '69842' and '69913'
 ACCOUNTING PERIOD: 10/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0192	7/1-7/31/23	0.00	146.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0164	7/1-7/31/23	0.00	389.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0160	7/1-7/31/23	0.00	51.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0160	7/1-7/31/23	0.00	51.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0430	7/1-7/31/23	0.00	46.63
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0489	7/1-7/31/23	0.00	49.66
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0489	7/1-7/31/23	0.00	114.09
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0261	7/1-7/31/23	0.00	25.76
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0261	7/1-7/31/23	0.00	88.77
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0260	7/1-7/31/23	0.00	100.02
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0261	7/1-7/31/23	0.00	90.03
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0118	7/1-7/31/23	0.00	58.65
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0500	7/1-7/31/23	0.00	41.01
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0250	7/1-7/31/23	0.00	194.48
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0192	7/1-7/31/23	0.00	145.30
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0500	7/1-7/31/23	0.00	276.28
1011010	69851	07/07/23	000112	660 - CONSOLIDATED	COMMU 0261	7/1-7/31/23	0.00	23.26
TOTAL CHECK							0.00	5,689.76
1011010	69852	07/07/23	000072	BIG BEND WATER AUTHORITY	0165	5/30-6/28/23	0.00	74.32
1011010	69853	07/07/23	000063	CITY OF PERRY	0172	5/15-6/15/23	0.00	18.90
1011010	69853	07/07/23	000063	CITY OF PERRY	0164	5/2-6/2/23	0.00	80.62
1011010	69853	07/07/23	000063	CITY OF PERRY	0123	5/3-6/6/23	0.00	47.05
1011010	69853	07/07/23	000063	CITY OF PERRY	0160	5/2-6/2/23	0.00	210.11
1011010	69853	07/07/23	000063	CITY OF PERRY	0160	5/2-6/2/23	0.00	124.44
1011010	69853	07/07/23	000063	CITY OF PERRY	0162	5/15-6/15/23	0.00	111.84
1011010	69853	07/07/23	000063	CITY OF PERRY	0114	5/15-6/15/23	0.00	26.25
1011010	69853	07/07/23	000063	CITY OF PERRY	0489	5/15-6/15/23	0.00	30.61
1011010	69853	07/07/23	000063	CITY OF PERRY	0489	5/15-6/15/23	0.00	184.85
1011010	69853	07/07/23	000063	CITY OF PERRY	0489	5/15-6/15/23	0.00	15.75
1011010	69853	07/07/23	000063	CITY OF PERRY	0473	5/3-6/6/23	0.00	239.35
1011010	69853	07/07/23	000063	CITY OF PERRY	0473	5/3-6/6/23	0.00	74.60
1011010	69853	07/07/23	000063	CITY OF PERRY	0448	5/10-6/9/23	0.00	15.75
1011010	69853	07/07/23	000063	CITY OF PERRY	0457	5/15-6/14/23	0.00	105.11
1011010	69853	07/07/23	000063	CITY OF PERRY	0383	5/8-6/7/23	0.00	118.52
TOTAL CHECK							0.00	1,403.75
1011010	69854	07/07/23	5643	COMCAST OF TALLAHASSEE,	0723	8535 10 179 0075629	0.00	96.90
1011010	69855	07/07/23	001577	TAYLOR COASTAL WATER&SEW	0447	5/17-6/21/23	0.00	262.77
1011010	69855	07/07/23	001577	TAYLOR COASTAL WATER&SEW	0453	5/17-6/19/23	0.00	95.80
1011010	69855	07/07/23	001577	TAYLOR COASTAL WATER&SEW	0453	5/17-6/19/23	0.00	221.02
TOTAL CHECK							0.00	579.59
1011010	69856	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0260	AGMT# 015-1408408-000	0.00	40.32
1011010	69856	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0261	AGMT# 015-1408408-000	0.00	40.32
1011010	69856	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0277	AGMT# 015-1408408-000	0.00	40.32
1011010	69856	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0250	AGMT# 025-1500250-000	0.00	91.90
1011010	69856 V	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0260	AGMT# 015-1408408-000	0.00	-40.32
1011010	69856 V	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0261	AGMT# 015-1408408-000	0.00	-40.32
1011010	69856 V	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0277	AGMT# 015-1408408-000	0.00	-40.32

SUNGARD PENTAMATION, INC.
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TAYLOR COUNTY BOARD OF COMMISSIONERS
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SELECTION CRITERIA: transact.check_no between '69842' and '69913'
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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69856 V	07/07/23	7382	ABS TECHNOLOGY SOLUTIONS	0250	AGMT# 025-1500250-000	0.00	-91.90
TOTAL CHECK							0.00	0.00
1011010	69857	07/10/23	7382	ABS TECHNOLOGY SOLUTIONS	0250	AGMT# 025-1500250-000	0.00	91.90
1011010	69858	07/11/23	004114	AIRGAS SOUTH, INC.	0261	BLANKET FOR MAY 2023	0.00	50.00
1011010	69858	07/11/23	004114	AIRGAS SOUTH, INC.	0261	BLANKET FOR MAY 2023	0.00	123.40
1011010	69858	07/11/23	004114	AIRGAS SOUTH, INC.	0261	YEARLY PO FOR CYLINDER	0.00	46.50
TOTAL CHECK							0.00	219.90
1011010	69859	07/11/23	5810	APCO INTERNATIONAL, INC.	0237	PUBLIC SAFETY TELECOMM	0.00	421.00
1011010	69859	07/11/23	5810	APCO INTERNATIONAL, INC.	0237	PUBLIC SAFETY TELECOMM	0.00	421.00
TOTAL CHECK							0.00	842.00
1011010	69860	07/11/23	002420	AUCILLA AREA SOLID WASTE	0261	LANDFILL CHARGES	0.00	29,774.88
1011010	69861	07/11/23	5997	AVCON, INC.	0541-01	DEVELOPMENT OF WILDLIF	0.00	628.00
1011010	69861	07/11/23	5997	AVCON, INC.	0541-02	DEVELOPMENT OF WILDLIF	0.00	5,652.00
TOTAL CHECK							0.00	6,280.00
1011010	69862	07/11/23	7887	BRIAN EUGENE SMITH	1102-1	CHARTER FOR REEF MONIT	0.00	1,600.00
1011010	69862	07/11/23	7887	BRIAN EUGENE SMITH	1102-1	CHARTER FOR REEF MONIT	0.00	1,600.00
TOTAL CHECK							0.00	3,200.00
1011010	69863	07/11/23	7915	CALL CENTER PRODUCTS USA	0237	PLT8032201	0.00	386.88
1011010	69863	07/11/23	7915	CALL CENTER PRODUCTS USA	0237	ESTIMATED SHIPPING/HAN	0.00	15.00
TOTAL CHECK							0.00	401.88
1011010	69864	07/11/23	7420	CARDMEMBER SERVICE	0110	LUMINARY HOTEL CREDIT	0.00	-15.77
1011010	69864	07/11/23	7420	CARDMEMBER SERVICE	0250	YEARLY WEB HOSTING FOR	0.00	387.60
TOTAL CHECK							0.00	371.83
1011010	69865	07/11/23	004389	CENTURYLINK	0164	ACCT# 58514406	0.00	25.00
1011010	69866	07/11/23	002656	MIKE CONNORS	0473	WATER ON TRAIL SIGNS	0.00	40.00
1011010	69867	07/11/23	6202	DELTA PROFESSIONAL LAND	0106	SURVEY AND LEGAL DESCR	0.00	750.00
1011010	69867	07/11/23	6202	DELTA PROFESSIONAL LAND	0106	SURVEY AND LEGAL DESCR	0.00	750.00
TOTAL CHECK							0.00	1,500.00
1011010	69868	07/11/23	7167	THOMAS DEMPS	0105	6/2 MILEAGE REIMB.	0.00	63.19
1011010	69869	07/11/23	002300	STATE OF FLORIDA	0237	ACCT# F10-20296	0.00	682.27
1011010	69869	07/11/23	002300	STATE OF FLORIDA	0719	ACCT# DI7-133094942	0.00	0.62
1011010	69869	07/11/23	002300	STATE OF FLORIDA	0719	ACCT# DI3-130411314	0.00	0.54
TOTAL CHECK							0.00	683.43
1011010	69870	07/11/23	7900	DIGIMATION, INC.	0245	DART TRAINING SIMULATO	0.00	15,795.00
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 1	0.00	324.44
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 2	0.00	372.20
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 3	0.00	338.71

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TAYLOR COUNTY BOARD OF COMMISSIONERS
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 ACCTPA21

SELECTION CRITERIA: transact.check_no between '69842' and '69913'
 ACCOUNTING PERIOD: 10/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 4	0.00	338.71
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 5	0.00	282.28
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 6	0.00	357.93
1011010	69871	07/11/23	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 7	0.00	417.76
TOTAL CHECK							0.00	2,432.03
1011010	69872	07/11/23	6394	DS WATERS OF AMERICA, IN	0430	ACCT# 20987373508658	0.00	25.97
1011010	69873	07/11/23	7829	EUROFINS ENVIRONMENT TES	0486	QUARTERLY TESTING FOR	0.00	35.00
1011010	69874	07/11/23	7488	HCOP, LLC	0330	AIR FILTER PART#537337	0.00	59.34
1011010	69874	07/11/23	7488	HCOP, LLC	0330	CLUTCH SPRING PART#537	0.00	48.54
1011010	69874	07/11/23	7488	HCOP, LLC	0330	ESTIMATED SHIPPING/HAN	0.00	12.95
TOTAL CHECK							0.00	120.83
1011010	69875	07/11/23	6225	J & M FARM AND FEED, INC	0250	BLANKET FOR JUNE 2023	0.00	464.85
1011010	69876	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR MAY 2023	0.00	50.00
1011010	69876	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0261	235/80/16, 16 PLY	0.00	956.00
1011010	69876	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0261	TIRE FEE	0.00	4.00
TOTAL CHECK							0.00	1,010.00
1011010	69877	07/11/23	000873	JACK'S BOATS & TRAILERS,	0172	25" 4 LEAF TRAILER SPR	0.00	89.99
1011010	69878	07/11/23	6064	JAMES D.ANDERSON & PAMEL	0267	NON AD VALOREM REFUND	0.00	192.50
1011010	69878	07/11/23	6064	JAMES D.ANDERSON & PAMEL	0267	NON AD VALOREM REFUND	0.00	151.41
1011010	69878	07/11/23	6064	JAMES D.ANDERSON & PAMEL	0267	NON AD VALOREM REFUND	0.00	151.41
TOTAL CHECK							0.00	495.32
1011010	69879	07/11/23	003151	JIMBOB PRINTING, INC.	0211	BOAT RAMP CITATION BOO	0.00	80.00
1011010	69880	07/11/23	7846	JON R. THOGMARTIN, M.D.,	0150	5/20 L. JACKSON	0.00	200.00
1011010	69881	07/11/23	6485	KONICA MINOLTA BUSINESS	0237	NASPO# 140597	0.00	135.01
1011010	69882	07/11/23	7113	MALWAREBYTES CORPORATION	0113	MALWAREBYTES ENDPOINT	0.00	1,481.34
1011010	69882	07/11/23	7113	MALWAREBYTES CORPORATION	0113	MALWAREBYTES ENDPOINT	0.00	175.00
1011010	69882	07/11/23	7113	MALWAREBYTES CORPORATION	0113	MALWAREBYTES VULNERABI	0.00	296.10
TOTAL CHECK							0.00	1,952.44
1011010	69883	07/11/23	7235	JIM BRENT MARSH	0106	APPRAISAL OF PARCEL LO	0.00	300.00
1011010	69884	07/11/23	004740	NAFECO INC.	0192	NFPA HOOD LONG	0.00	510.00
1011010	69884	07/11/23	004740	NAFECO INC.	0192	FREIGHT	0.00	20.00
1011010	69884	07/11/23	004740	NAFECO INC.	0192	RECESSED DOME LIGHT	0.00	76.25
1011010	69884	07/11/23	004740	NAFECO INC.	0192	FREIGHT	0.00	12.25
TOTAL CHECK							0.00	618.50
1011010	69885	07/11/23	7525	NATIONAL ASSOC. OF EXT.4	0283	4H NATIONAL CONFER.	0.00	475.00
1011010	69886	07/11/23	7489	NORTH FLORIDA PROFESSION	0361	TWO_ENG_NFPS-02	0.00	18,118.75

SUNGARD PENTAMATION, INC.
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TAYLOR COUNTY BOARD OF COMMISSIONERS
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SELECTION CRITERIA: transact.check_no between '69842' and '69913'
 ACCOUNTING PERIOD: 10/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69887	07/11/23	7123	PERRY ANIMAL HOSPITAL, I	0250	BLANKET FOR JUNE 2023	0.00	129.06
1011010	69887	07/11/23	7123	PERRY ANIMAL HOSPITAL, I	0250	BLANKET FOR JUNE 2023	0.00	236.15
1011010	69887	07/11/23	7123	PERRY ANIMAL HOSPITAL, I	0250	BLANKET FORR MAY 2023	0.00	237.50
1011010	69887	07/11/23	7123	PERRY ANIMAL HOSPITAL, I	0250	TTDEX INJECTION IM	0.00	63.18
1011010	69887	07/11/23	7123	PERRY ANIMAL HOSPITAL, I	0250	EUTHANASIA WITH FATAL	0.00	120.74
TOTAL CHECK							0.00	786.63
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0111	INV# 654	0.00	8.80
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0215	6/23 NOTICE PUB HEAR	0.00	71.88
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0215	6/23 NOTICE PUB MTG	0.00	71.88
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0110	6/7&6/9 PALMETTO BERR	0.00	160.27
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0106	6/7 GOLF CART OP MTG	0.00	80.72
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0106	INV# 654	0.00	116.25
1011010	69888	07/11/23	000124	PERRY NEWSPAPERS, INCORP	0106	6/23 NOTICE OF RESOLU	0.00	129.33
TOTAL CHECK							0.00	709.53
1011010	69889	07/11/23	003832	PONDER'S	0350	LORELL LATERAL FILE -	0.00	666.00
1011010	69890	07/11/23	6387	PPM SPORTS TURF, LLC.	0473	SULFUR CURB FOR PH LEV	0.00	2,458.07
1011010	69891	07/11/23	5779	PUBLIC DEFENDER I.T.	0603	JULY 2023	0.00	812.67
1011010	69892	07/11/23	002624	PUBLIC DEFENDER OCCUPANC	0603	JULY 2023	0.00	883.92
1011010	69892	07/11/23	002624	PUBLIC DEFENDER OCCUPANC	0603	JULY 2023	0.00	264.00
TOTAL CHECK							0.00	1,147.92
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0250	BLANKET FOR JUNE 2023	0.00	30.96
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0250	BLANKET FOR JUNE 2023	0.00	17.97
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR MAY 2023	0.00	85.56
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	4010	FURNAS 14DS32A CONTRAC	0.00	298.35
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0529	BLANKET PO FOR JUNE 20	0.00	9.95
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0529	BLANKET PO FOR JUNE 20	0.00	1.75
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0529	BLANKET PO FOR JUNE 20	0.00	68.98
1011010	69893	07/11/23	001407	RAGANS ACE HARDWARE, INC	0529	BLANKET PO FOR JUNE 20	0.00	14.99
TOTAL CHECK							0.00	528.51
1011010	69894	07/11/23	6882	TARGET COPY OF GAINESVIL	0283	POSTERS FOR STATE AND	0.00	85.23
1011010	69894	07/11/23	6882	TARGET COPY OF GAINESVIL	0283	SHIPPING CHARGE	0.00	17.59
TOTAL CHECK							0.00	102.82
1011010	69895	07/11/23	7884	RESTAURANT SUPPLY, LLC	0200	ITEM# 269577JACKSON TE	0.00	9,479.62
1011010	69895	07/11/23	7884	RESTAURANT SUPPLY, LLC	0200	LIFT GATE SERVICE	0.00	50.00
TOTAL CHECK							0.00	9,529.62

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TAYLOR COUNTY BOARD OF COMMISSIONERS
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SELECTION CRITERIA: transact.check_no between '69842' and '69913'
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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69896	07/11/23	6895	SALLY JEAN ROBERTS, P.A.	0106	5/25 & 5/30 VAB	0.00	525.00
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	APRONS FOR CULINARY CL	0.00	228.85
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	ARTWORK	0.00	25.00
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	SCREENS/SETUP	0.00	15.00
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	CAMP STAFF TSHIRTS (S-	0.00	317.55
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	CAMP STAFF TSHIRTS (2X	0.00	55.80
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	CAMP STAFF TSHIRT (3X)	0.00	164.45
1011010	69897	07/11/23	6826	SPECIALTY SPORTSWEAR&PRO	0283	SCREEN SET UP	0.00	20.00
TOTAL CHECK							0.00	826.65
1011010	69898	07/11/23	6721	STATE ATTORNEY'S OFFICE	0602	JULY 2023	0.00	806.45
1011010	69899	07/11/23	6722	STATE ATTORNEY'S OFFICE	0602	JULY 2023	0.00	2,842.71
1011010	69900	07/11/23	7168	STATE ATTORNEY'S OFFICE-	0602-B	JULY 2023	0.00	1,580.15
1011010	69901	07/11/23	6909	STATE OF FLORIDA DEPT.OF	0283	TAG# TF2956	0.00	17.68
1011010	69902	07/11/23	7851	STONES, INC.	0160	JUNE BLANKET PURCHASE	0.00	32.98
1011010	69902	07/11/23	7851	STONES, INC.	0160	JUNE BLANKET PURCHASE	0.00	12.99
1011010	69902	07/11/23	7851	STONES, INC.	0160	JUNE BLANKET PURCHASE	0.00	37.97
1011010	69902	07/11/23	7851	STONES, INC.	0160	JUNE BLANKET PURCHASE	0.00	21.99
1011010	69902	07/11/23	7851	STONES, INC.	0160	JUNE BLANKET PURCHASE	0.00	17.99
1011010	69902	07/11/23	7851	STONES, INC.	0170	303922 20V MAX HAMMER	0.00	369.99
TOTAL CHECK							0.00	493.91
1011010	69903	07/11/23	5915	TRACEY A. MCLEOD	0250	POLO, BADGE ON LEFT CH	0.00	150.00
1011010	69903	07/11/23	5915	TRACEY A. MCLEOD	0250	POLO, BADGE ON LEFT CH	0.00	30.00
TOTAL CHECK							0.00	180.00
1011010	69904	07/11/23	7620	TAYLOR COUNTY CLERK OF C	0106	NOTICE 220006196	0.00	18.50
1011010	69905	07/11/23	7620	TAYLOR COUNTY CLERK OF C	0106	DEED 220006197	0.00	35.50
1011010	69906	07/11/23	7620	TAYLOR COUNTY CLERK OF C	0106	RECORDING FEE	0.00	18.50
1011010	69907	07/11/23	002451	TAYLOR COUNTY PUBLIC HEA	0380	2022-23 4TH QTR PYMT	0.00	12,099.00
1011010	69908	07/11/23	5039	THE BISHOP LAW FIRM, P.A	0140	5/26-6/24 PROF SVC	0.00	1,460.00
1011010	69909	07/11/23	5039	THE BISHOP LAW FIRM, P.A	0140	CONTRACT PAYMENT	0.00	1,500.00
1011010	69910	07/11/23	004007	THE LIBRARY STORE, INC.	0430	BOOK TAPE FOR REPAIR	0.00	20.65
1011010	69910	07/11/23	004007	THE LIBRARY STORE, INC.	0430	ALL PURPOSE FILAMENT T	0.00	9.45
1011010	69910	07/11/23	004007	THE LIBRARY STORE, INC.	0430	LABEL PROTECTORS	0.00	34.46
1011010	69910	07/11/23	004007	THE LIBRARY STORE, INC.	0430	BOOK JACKET COVERS 9X	0.00	31.90
1011010	69910	07/11/23	004007	THE LIBRARY STORE, INC.	0430	BOOK JACKET COVERS 10.	0.00	35.30
1011010	69910	07/11/23	004007	THE LIBRARY STORE, INC.	0430	ESTIMATED SHIPPING/HAN	0.00	32.44
TOTAL CHECK							0.00	164.20
1011010	69911	07/11/23	7072	USA OIL, LLC	0261	BLANKET FOR MAY 2023	0.00	125.00

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	69911	07/11/23	7072	USA OIL, LLC	0261	BLANKET FOR MAY 2023	0.00	125.00
1011010	69911	07/11/23	7072	USA OIL, LLC	0261	BLANKET FOR MAY 2023	0.00	125.00
1011010	69911	07/11/23	7072	USA OIL, LLC	0261	BLANKET FOR MAY 2023	0.00	125.00
TOTAL CHECK							0.00	500.00
1011010	69912	07/11/23	7920	WALLACE FLOYD	0267	NON AD VALOREM REFUND	0.00	151.41
1011010	69913	07/11/23	7398	WBS LLC	0192	3/3-3/27 FUEL	0.00	322.04
1011010	69913	07/11/23	7398	WBS LLC	0192	4/2-4/23 FUEL	0.00	417.54
TOTAL CHECK							0.00	739.58
TOTAL CASH ACCOUNT							0.00	137,069.23
TOTAL FUND							0.00	137,069.23
TOTAL REPORT							0.00	137,069.23

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SELECTION CRITERIA: transact.check_no between 'V69914' and 'V69944'
 ACCOUNTING PERIOD: 10/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69914	07/11/23	001887	ADVANCED BUSINESS SYSTEM	0250	ACCT# TC27	0.00	8.86
1011010	V69914	07/11/23	001887	ADVANCED BUSINESS SYSTEM	0283	ACCT# UF08	0.00	238.81
TOTAL CHECK							0.00	247.67
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	TRUCK SOAP 5 GALLON	0.00	225.05
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	INTRA FIT FIRE GLOVES	0.00	239.97
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	WRINGER COMBO MOP BUCK	0.00	67.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	PENS BLUE/BLACK/ RED	0.00	68.56
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	PERMANENT MARKERS	0.00	69.39
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	DELL 24" MONITOR	0.00	149.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	DROP CEILING FAN	0.00	192.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	LAUNDRY DETERGENT	0.00	88.00
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	INTRA FIT FIRE GLOVES	0.00	959.88
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0350	NAOMI HOME MINDY OFFIC	0.00	176.81
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0110	QULOMBS BIG AND TALL O	0.00	154.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0172	SCOTT SHOP TOWELS 12/R	0.00	38.52
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0172	HD SWITCH TAPERED ROLL	0.00	71.92
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0261	MXUTEUX MOMENTARY ROCK	0.00	9.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	STICKER (ORANGE) - VEH	0.00	5.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0261	ESTIMATED SHIPPING	0.00	7.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0500	7.2 VOLT 1800MAH NI-MH	0.00	44.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0500	SHIPPING	0.00	5.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	HARDWOUND ROLL TOWELS	0.00	35.05
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	HIGHMARK PAPER TOWELS	0.00	51.25
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	LYSOL DISINFECTANT WIP	0.00	98.94
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	BOARDWALK BATH TISSUE	0.00	67.73
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	RELI 60 GALLON TRASH B	0.00	145.32
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0250	CREDIT	0.00	-65.25
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	4 PCS 10 GRIDS 5" X 2.	0.00	5.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0250	RESCUE ONE-STEP DISINF	0.00	65.25
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	JAVA MOSS - LIVING PLA	0.00	13.90
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	CHRISTMAS MOSS - LIVE	0.00	17.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	PIKE TRAIL SNAKE PROOF	0.00	47.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0261	AIT DUSTER, COMPRESSED	0.00	8.50
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	API POND, SIMPLY CLEAR	0.00	15.48
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING/HAN	0.00	25.68
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	NIGHT STAND	0.00	68.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	64OZ WIDE MOUTH BOTTLE	0.00	95.97
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	FLEXALL FUNNEL	0.00	31.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	COFFEE PACKS CASE	0.00	138.90
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	WARN VR EVO WINCH	0.00	534.60
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	32" TELEVISION	0.00	119.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0498	HISOO 2 PK LED 6" LIGH	0.00	55.96
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0498	SHIPPING	0.00	7.83
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	YOTTAMASTER 2.5 TO 3.5	0.00	6.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	FIDECO 3.0 ADAPTER	0.00	28.04
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	CRUCIAL BX500 480GB	0.00	36.20
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	CRUCIAL RAM 8 GB	0.00	28.80
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	USBC TO UCBC CABLE	0.00	30.38
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	GEARIT 24 PACK CAT5E C	0.00	49.49
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	SHIPPING	0.00	11.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0283	CABLES FOR COMPUTER (2	0.00	35.95

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0350	QULOMVS BIG AND TALL O	0.00	159.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	COLOR CODING BOOK LABE	0.00	14.82
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	GLUE DOTS FOR BOOKS	0.00	14.49
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	TRANSPARENT SCOTCH TAP	0.00	18.32
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	HEAVY DUTY BOOK MAILIN	0.00	29.11
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0283	25FT GARDEN HOSE	0.00	24.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0283	USB CHARGING CABLE FOR	0.00	11.79
TOTAL CHECK							0.00	4,668.36
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	2021 TASER 7 BASIC BUN	0.00	56,745.00
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	TASER 7 BATTER PACK, T	0.00	179.30
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	TASER 7 LIVE CARTRIDGE	0.00	3,856.00
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	TASER 7 LIVE CARTRIDGE	0.00	3,856.00
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	EXTENDED WARRANTY, TAS	0.00	43.12
TOTAL CHECK							0.00	64,679.42
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0261	4/14-5/11/23	0.00	693.00
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0261	5/12-6/8/23	0.00	693.00
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0449	5/12-6/8/23	0.00	105.50
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0463	5/12-6/8/23	0.00	141.00
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0448	5/12-6/8/23	0.00	105.50
TOTAL CHECK							0.00	1,738.00
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	REPAIR TWO HYDRAULIC C	0.00	400.00
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	425-300	0.00	76.28
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	238 ORIBOP	0.00	9.40
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	028 OR	0.00	1.00
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	AN-23	0.00	8.96
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	U25-225	0.00	31.46
TOTAL CHECK							0.00	527.10
1011010	V69920	07/11/23	002171	BIG BEND TRANSIT, INC.	0423	MAY 2023 SHUTTLE SVC	0.00	3,920.00
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR MAY 2023	0.00	43.95
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR MAY 2023	0.00	43.96
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	1 GAL LIQUID FIRE DRAI	0.00	39.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	PRE MIX CONCRETE	0.00	29.95
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR JUNE 2023	0.00	31.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR JUNE 2023	0.00	3.58
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0473	JUNE BLANKET	0.00	120.00
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0473	JUNE BLANKET	0.00	2.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0473	JUNE BLANKET	0.00	36.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR MAY 2023	0.00	-27.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR MAY 2023	0.00	-27.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR MAY 2023	0.00	7.16
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	9.41
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	46.03
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	31.00
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	16.47
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	12.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	22.88
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	34.97

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	2" FIP SXFIP ADAPTER	0.00	3.19
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	2" X 3/4" PVC SPXFIP B	0.00	3.79
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	3/4" THREADED ADAPTER	0.00	11.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	1" X 3/4" GALV COUPLIN	0.00	11.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	3/4" ST HOSE BIBB	0.00	19.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	1/2" X 260 PTFE TAPE	0.00	3.87
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	3/4" X 6" GALV NIPPLE	0.00	5.49
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	3/4" GALV TEE	0.00	5.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	1" 2-HOLE STRAP 4PK	0.00	3.29
TOTAL CHECK							0.00	603.86
1011010	V69922	07/11/23	7517	CENTURY AMBULANCE SERVIC	1506	JULY 2023 MO SUBSIDY	0.00	68,086.00
1011010	V69923	07/11/23	7888	CHARLES ANDREW NORWOOD I	1102-1	CHARTER ARTIFICIAL REE	0.00	581.41
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
TOTAL CHECK							0.00	331.80
1011010	V69925	07/11/23	6180	DANA SOUTHERLAND	0902	JULY REQUISITION	0.00	41,856.44
1011010	V69926	07/11/23	7875	HIRENKUMAR PATEL	0191	6/21 FUEL	0.00	71.98
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0113	VOSTRO 3420 LAPTOP	0.00	630.65
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0215	DELL OPTIPLEX 5000 SMA	0.00	711.67
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0250	EPSON WORKFORCE PRO WF	0.00	479.00
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0250	OPTIPLEX SMALL FORM FA	0.00	614.18
TOTAL CHECK							0.00	2,435.50
1011010	V69928	07/11/23	6279	DIAMOND DRUGS, INC.	0200	APRIL 2023	0.00	1,830.47
1011010	V69928	07/11/23	6279	DIAMOND DRUGS, INC.	0200	MAY 2023	0.00	1,535.90
TOTAL CHECK							0.00	3,366.37
1011010	V69929	07/11/23	004525	FLORIDA DEPARTMENT OF LA	0111	CRMI HISTORY	0.00	72.00
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	861.04
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	156.90
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	180.80
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	813.70
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	99.00
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	58.14

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	2,169.58
1011010	V69931	07/11/23	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	4,333.34
1011010	V69932	07/11/23	7907	GULF SPECIMEN MARINE LAB	0438-1	STUDENT TOUR	0.00	313.50
1011010	V69932	07/11/23	7907	GULF SPECIMEN MARINE LAB	0438-1	ADULT TOUR	0.00	82.50
TOTAL CHECK							0.00	396.00
1011010	V69933	07/11/23	6462	HARRIS CORPORATION - PSP	0229	ACCT# 35467 / JUNE	0.00	154.00
1011010	V69933	07/11/23	6462	HARRIS CORPORATION - PSP	0229	ACCT# 35560 / JUNE	0.00	396.00
1011010	V69933	07/11/23	6462	HARRIS CORPORATION - PSP	0192	ACCT# 35560 / JUNE	0.00	318.00
TOTAL CHECK							0.00	868.00
1011010	V69934	07/11/23	5766	HUNT INSURANCE GROUP, IN	0200	JULY 2023	0.00	1,704.00
1011010	V69935	07/11/23	7863	JAMIE ENGLISH	0105	CHAIRMAN EXPENSES	0.00	50.00
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0250	ANIMAL CONTROL	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0165	STEIN COMM CTR	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0172	CAP BUILDING	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0250	ANIMAL CONTRO	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0123	SOE	0.00	43.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0498	SHADY GROVE COMM CTR	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0500	AIRPORT	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0489	COUNTY EXTENSION	0.00	26.50
TOTAL CHECK							0.00	151.00
1011010	V69937	07/11/23	004048	MUNICIPAL CODE CORPORATI	0106	SUPPLEMENT 1 9 UPDATE	0.00	966.00
1011010	V69938	07/11/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR MAY 2023	0.00	134.28
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	LOGITECH M100 WIRED US	0.00	52.20
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	LOGITECH K120 WIRE KEY	0.00	115.52
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	KLEENEX PROFESSIONAL F	0.00	41.91
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	CLOROX DISINFECTING WI	0.00	33.00
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	LYSOL CLEAN/FRESH TOIL	0.00	16.38
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	CENTON DATASTICK PRO U	0.00	231.96
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	OFFICE DEPOT BRAND MON	0.00	20.97
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	HP952XL/952	0.00	212.32
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	MEDIUM BINDER CLIPS	0.00	8.78
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	LG BINDER CLIPS	0.00	6.76
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	ODP BRAND COPY PAPER	0.00	59.33
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0118	PENCIL SHARPENER	0.00	1.39
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0118	PACK OF 10 STORAGE BOX	0.00	15.41
TOTAL CHECK							0.00	815.93
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	CABLE TIE	0.00	16.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	TRUCK WASH	0.00	12.95
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	SPONGE	0.00	3.19
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	MICROFIBER SPONGE	0.00	9.49
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	RANGER OIL CHANGE KIT	0.00	62.50
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	CABLE TIES	0.00	55.98

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	ZIP TIES	0.00	26.98
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	ALTERNATOR	0.00	433.63
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	61-6030 IMPACT SOCKET	0.00	24.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	61-6701 3/4 X 1/2 REDU	0.00	34.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0277	BLANKET FOR MAY 2023	0.00	50.56
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	115.44
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	68.02
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	38.94
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	62.86
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	77.54
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0250	8822 OIL DRY	0.00	517.50
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	75130 SHOP TOWELS	0.00	2.49
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	1394 MACS SPRAY GREASE	0.00	15.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	725-1655 HAIR PIN CLIP	0.00	9.49
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	J20C HYDRAULIC FLUID	0.00	113.70
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	8822 OIL DRY	0.00	23.98
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	150 PCS GREASE FITTING	0.00	27.95
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	#70425 GATES HOSE PER	0.00	28.45
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	#G25170-0406 HYD HOSE	0.00	11.11
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	#G25175-0406 HYD HOSE	0.00	31.79
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	THROTTLE BODY INJECTIO	0.00	275.00
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	REMAN STARTER	0.00	250.00
TOTAL CHECK							0.00	2,402.50
1011010	V69941	07/11/23	7282	SHI INTERNATIONAL CORP.	0113	VEEAM S S- TECHNICAL S	0.00	1,066.92
1011010	V69941	07/11/23	7282	SHI INTERNATIONAL CORP.	0113	VEEAM 24/7 UPLIFT - TE	0.00	207.55
1011010	V69941	07/11/23	7282	SHI INTERNATIONAL CORP.	0113	2YR PREPAID RENEW PROD	0.00	2,083.77
TOTAL CHECK							0.00	3,358.24
1011010	V69942	07/11/23	000119	WARE OIL & SUPPLY COMPAN	0261	5/25 FUEL	0.00	258.63
1011010	V69943	07/11/23	003617	MILLER HARDWARE COMPANY	0192	MILWAUKEE M18 9" ROTAR	0.00	849.00
1011010	V69944	07/11/23	7786	WSP USA ENVIRONMENT & IN	0214	TWO ENG-WOOD-01	0.00	1,089.30
1011010	V69944	07/11/23	7786	WSP USA ENVIRONMENT & IN	0214	TWO ENG-WOOD-02	0.00	1,322.76
TOTAL CHECK							0.00	2,412.06
TOTAL CASH ACCOUNT							0.00	214,054.47
TOTAL FUND							0.00	214,054.47
TOTAL REPORT							0.00	214,054.47

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1011010	V69914	07/11/23	001887	ADVANCED BUSINESS SYSTEM	0250	ACCT# TC27	0.00	8.86
1011010	V69914	07/11/23	001887	ADVANCED BUSINESS SYSTEM	0283	ACCT# UF08	0.00	238.81
TOTAL CHECK							0.00	247.67
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	TRUCK SOAP 5 GALLON	0.00	225.05
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	INTRA FIT FIRE GLOVES	0.00	239.97
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	WRINGER COMBO MOP BUCK	0.00	67.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	PENS BLUE/BLACK/ RED	0.00	68.56
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	PERMANENT MARKERS	0.00	69.39
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	DELL 24" MONITOR	0.00	149.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	DROP CEILING FAN	0.00	192.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	LAUNDRY DETERGENT	0.00	88.00
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	INTRA FIT FIRE GLOVES	0.00	959.88
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0350	NAOMI HOME MINDY OFFIC	0.00	176.81
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0110	QULOMBS BIG AND TALL O	0.00	154.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0172	SCOTT SHOP TOWELS 12/R	0.00	38.52
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0172	HD SWITCH TAPERED ROLL	0.00	71.92
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0261	MXUTEUX MOMENTARY ROCK	0.00	9.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	STICKER (ORANGE) - VEH	0.00	5.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0261	ESTIMATED SHIPPING	0.00	7.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0500	7.2 VOLT 1800MAH NI-MH	0.00	44.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0500	SHIPPING	0.00	5.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	HARDWOUND ROLL TOWELS	0.00	35.05
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	HIGHMARK PAPER TOWELS	0.00	51.25
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	LYSOL DISINFECTANT WIP	0.00	98.94
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	BOARDWALK BATH TISSUE	0.00	67.73
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0489	RELI 60 GALLON TRASH B	0.00	145.32
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0250	CREDIT	0.00	-65.25
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	4 PCS 10 GRIDS 5" X 2.	0.00	5.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0250	RESCUE ONE-STEP DISINF	0.00	65.25
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	JAVA MOSS - LIVING PLA	0.00	13.90
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	CHRISTMAS MOSS - LIVE	0.00	17.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	PIKE TRAIL SNAKE PROOF	0.00	47.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0261	AIT DUSTER, COMPRESSED	0.00	8.50
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	API POND, SIMPLY CLEAR	0.00	15.48
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING/HAN	0.00	25.68
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	NIGHT STAND	0.00	68.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	64OZ WDE MOUTH BOTTLE	0.00	95.97
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	FLEXALL FUNNEL	0.00	31.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	COFFEE PACKS CASE	0.00	138.90
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	WARN VR EVO WINCH	0.00	534.60
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0192	32" TELEVISION	0.00	119.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0498	HISOO 2 PK LED 6" LIGH	0.00	55.96
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0498	SHIPPING	0.00	7.83
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	YOTTAMASTER 2.5 TO 3.5	0.00	6.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	FIDECO 3.0 ADAPTER	0.00	28.04
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	CRUCIAL BX500 480GB	0.00	36.20
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	CRUCIAL RAM 8 GB	0.00	28.80
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	USBC TO UCBC CABLE	0.00	30.38
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	GEARIT 24 PACK CAT5E C	0.00	49.49
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0529	SHIPPING	0.00	11.98
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0283	CABLES FOR COMPUTER (2	0.00	35.95

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0350	QULOMVS BIG AND TALL O	0.00	159.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	COLOR CODING BOOK LABE	0.00	14.82
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	GLUE DOTS FOR BOOKS	0.00	14.49
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	TRANSPARENT SCOTCH TAP	0.00	18.32
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0430	HEAVY DUTY BOOK MAILIN	0.00	29.11
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0283	25FT GARDEN HOSE	0.00	24.99
1011010	V69916	07/11/23	7474	AMAZON CAPITAL SERVICES,	0283	USB CHARGING CABLE FOR	0.00	11.79
TOTAL CHECK							0.00	4,668.36
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	2021 TASER 7 BASIC BUN	0.00	56,745.00
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	TASER 7 BATTER PACK, T	0.00	179.30
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	TASER 7 LIVE CARTRIDGE	0.00	3,856.00
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	TASER 7 LIVE CARTRIDGE	0.00	3,856.00
1011010	V69917	07/11/23	7869	AXON ENTERPRISE, INC.	1507	EXTENDED WARRANTY, TAS	0.00	43.12
TOTAL CHECK							0.00	64,679.42
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0261	4/14-5/11/23	0.00	693.00
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0261	5/12-6/8/23	0.00	693.00
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0449	5/12-6/8/23	0.00	105.50
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0463	5/12-6/8/23	0.00	141.00
1011010	V69918	07/11/23	7651	B&B PORTA TOILETS, INC	0448	5/12-6/8/23	0.00	105.50
TOTAL CHECK							0.00	1,738.00
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	REPAIR TWO HYDRAULIC C	0.00	400.00
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	425-300	0.00	76.28
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	238 ORIBOP	0.00	9.40
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	028 OR	0.00	1.00
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	AN-23	0.00	8.96
1011010	V69919	07/11/23	004265	BATES HYDRAULICS, INC.	0529	U25-225	0.00	31.46
TOTAL CHECK							0.00	527.10
1011010	V69920	07/11/23	002171	BIG BEND TRANSIT, INC.	0423	MAY 2023 SHUTTLE SVC	0.00	3,920.00
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR MAY 2023	0.00	43.95
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR MAY 2023	0.00	43.96
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	1 GAL LIQUID FIRE DRAI	0.00	39.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	PRE MIX CONCRETE	0.00	29.95
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR JUNE 2023	0.00	31.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	BLANKET FOR JUNE 2023	0.00	3.58
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0473	JUNE BLANKET	0.00	120.00
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0473	JUNE BLANKET	0.00	2.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0473	JUNE BLANKET	0.00	36.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR MAY 2023	0.00	-27.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR MAY 2023	0.00	27.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR MAY 2023	0.00	7.16
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	9.41
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	46.03
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	31.00
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	16.47
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	12.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	22.88
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR MAY 2023	0.00	34.97

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 ACCOUNTING PERIOD: 10/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	2" FIP SXFIP ADAPTER	0.00	3.19
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	2" X 3/4" PVC SPXFIP B	0.00	3.79
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	3/4" THREADED ADAPTER	0.00	11.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	1" X 3/4" GALV COUPLIN	0.00	11.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	3/4" ST HOSE BIBB	0.00	19.98
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	1/2" X 260 PTFE TAPE	0.00	3.87
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	3/4" X 6" GALV NIPPLE	0.00	5.49
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	3/4" GALV TEE	0.00	5.99
1011010	V69921	07/11/23	000116	CASHWAY BLDG.PRODUCTS	OF 0172	1" 2-HOLE STRAP 4PK	0.00	3.29
TOTAL CHECK							0.00	603.86
1011010	V69922	07/11/23	7517	CENTURY AMBULANCE SERVIC	1506	JULY 2023 MO SUBSIDY	0.00	68,086.00
1011010	V69923	07/11/23	7888	CHARLES ANDREW NORWOOD I	1102-1	CHARTER ARTIFICIAL REE	0.00	581.41
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	V69924	07/11/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
TOTAL CHECK							0.00	331.80
1011010	V69925	07/11/23	6180	DANA SOUTHERLAND	0902	JULY REQUISITION	0.00	41,856.44
1011010	V69926	07/11/23	7875	HIRENKUMAR PATEL	0191	6/21 FUEL	0.00	71.98
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0113	VOSTRO 3420 LAPTOP	0.00	630.65
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0215	DELL OPTIPLEX 5000 SMA	0.00	711.67
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0250	EPSON WORKFORCE PRO WF	0.00	479.00
1011010	V69927	07/11/23	003797	DELL MARKETING L.P.	0250	OPTIPLEX SMALL FORM FA	0.00	614.18
TOTAL CHECK							0.00	2,435.50
1011010	V69928	07/11/23	6279	DIAMOND DRUGS, INC.	0200	APRIL 2023	0.00	1,830.47
1011010	V69928	07/11/23	6279	DIAMOND DRUGS, INC.	0200	MAY 2023	0.00	1,535.90
TOTAL CHECK							0.00	3,366.37
1011010	V69929	07/11/23	004525	FLORIDA DEPARTMENT OF LA	0111	CRMI HISTORY	0.00	72.00
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	861.04
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	156.90
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	180.80
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	813.70
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	99.00
1011010	V69930	07/11/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR MAY 2023	0.00	58.14

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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	2,169.58
1011010	V69931	07/11/23	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	4,333.34
1011010	V69932	07/11/23	7907	GULF SPECIMEN MARINE LAB	0438-1	STUDENT TOUR	0.00	313.50
1011010	V69932	07/11/23	7907	GULF SPECIMEN MARINE LAB	0438-1	ADULT TOUR	0.00	82.50
TOTAL CHECK							0.00	396.00
1011010	V69933	07/11/23	6462	HARRIS CORPORATION - PSP	0229	ACCT# 35467 / JUNE	0.00	154.00
1011010	V69933	07/11/23	6462	HARRIS CORPORATION - PSP	0229	ACCT# 35560 / JUNE	0.00	396.00
1011010	V69933	07/11/23	6462	HARRIS CORPORATION - PSP	0192	ACCT# 35560 / JUNE	0.00	318.00
TOTAL CHECK							0.00	868.00
1011010	V69934	07/11/23	5766	HUNT INSURANCE GROUP, IN	0200	JULY 2023	0.00	1,704.00
1011010	V69935	07/11/23	7863	JAMIE ENGLISH	0105	CHAIRMAN EXPENSES	0.00	50.00
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0250	ANIMAL CONTROL	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0165	STEIN COMM CTR	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0172	CAP BUILDING	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0250	ANIMAL CONTRO	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0123	SOE	0.00	43.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0498	SHADY GROVE COMM CTR	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0500	AIRPORT	0.00	13.50
1011010	V69936	07/11/23	003309	LIVE OAK PEST CONTROL, I	0489	COUNTY EXTENSION	0.00	26.50
TOTAL CHECK							0.00	151.00
1011010	V69937	07/11/23	004048	MUNICIPAL CODE CORPORATI	0106	SUPPLEMENT 1 9 UPDATE	0.00	966.00
1011010	V69938	07/11/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR MAY 2023	0.00	134.28
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	LOGITECH M100 WIRED US	0.00	52.20
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	LOGITECH K120 WIRE KEY	0.00	115.52
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	KLEENEX PROFESSIONAL F	0.00	41.91
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	CLOREX DISINFECTING WI	0.00	33.00
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	LYSOL CLEAN/FRESH TOIL	0.00	16.38
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	CENTON DATASTICK PRO U	0.00	231.96
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0237	OFFICE DEPOT BRAND MON	0.00	20.97
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	HP952XL/952	0.00	212.32
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	MEDIUM BINDER CLIPS	0.00	8.78
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	LG BINDER CLIPS	0.00	6.76
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0114	ODP BRAND COPY PAPER	0.00	59.33
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0118	PENCIL SHARPENER	0.00	1.39
1011010	V69939	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0118	PACK OF 10 STORAGE BOX	0.00	15.41
TOTAL CHECK							0.00	815.93
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	CABLE TIE	0.00	16.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	TRUCK WASH	0.00	12.95
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	SPONGE	0.00	3.19
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	MICROFIBER SPONGE	0.00	9.49
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	RANGER OIL CHANGE KIT	0.00	62.50
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	CABLE TIES	0.00	55.98

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0473	ZIP TIES	0.00	26.98
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	ALTERNATOR	0.00	433.63
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	61-6030 IMPACT SOCKET	0.00	24.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	61-6701 3/4 X 1/2 REDU	0.00	34.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0277	BLANKET FOR MAY 2023	0.00	50.56
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	115.44
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	68.02
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	38.94
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	62.86
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR MAY 2023	0.00	77.54
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0250	8822 OIL DRY	0.00	517.50
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	75130 SHOP TOWELS	0.00	2.49
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	1394 MACS SPRAY GREASE	0.00	15.99
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	725-1655 HAIR PIN CLIP	0.00	9.49
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	J20C HYDRAULIC FLUID	0.00	113.70
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	8822 OIL DRY	0.00	23.98
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0529	150 PCS GREASE FITTING	0.00	27.95
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	#70425 GATES HOSE PER	0.00	28.45
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	#G25170-0406 HYD HOSE	0.00	11.11
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0172	#G25175-0406 HYD HOSE	0.00	31.79
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	THROTTLE BODY INJECTIO	0.00	275.00
1011010	V69940	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0261	REMAN STARTER	0.00	250.00
TOTAL CHECK							0.00	2,402.50
1011010	V69941	07/11/23	7282	SHI INTERNATIONAL CORP.	0113	VEEAM S S- TECHNICAL S	0.00	1,066.92
1011010	V69941	07/11/23	7282	SHI INTERNATIONAL CORP.	0113	VEEAM 24/7 UPLIFT - TE	0.00	207.55
1011010	V69941	07/11/23	7282	SHI INTERNATIONAL CORP.	0113	2YR PREPAID RENEW PROD	0.00	2,083.77
TOTAL CHECK							0.00	3,358.24
1011010	V69942	07/11/23	000119	WARE OIL & SUPPLY COMPAN	0261	5/25 FUEL	0.00	258.63
1011010	V69943	07/11/23	003617	MILLER HARDWARE COMPANY	0192	MILWAUKEE M18 9" ROTAR	0.00	849.00
1011010	V69944	07/11/23	7786	WSP USA ENVIRONMENT & IN	0214	TWO ENG-WOOD-01	0.00	1,089.30
1011010	V69944	07/11/23	7786	WSP USA ENVIRONMENT & IN	0214	TWO ENG-WOOD-02	0.00	1,322.76
TOTAL CHECK							0.00	2,412.06
TOTAL CASH ACCOUNT							0.00	214,054.47
TOTAL FUND							0.00	214,054.47
TOTAL REPORT							0.00	214,054.47

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FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	243.37
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	58.26
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	58.26
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	9.50
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	9.50
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	9.50
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	23.76
1011010	5017762	07/07/23	000112	660 - CONSOLIDATED	COMMU 0301	7/1-7/31/23	0.00	412.15
TOTAL CHECK								
1011010	5017763	07/07/23	000063	CITY OF PERRY	0301	5/11-6/13/23	0.00	67.55
1011010	5017763	07/07/23	000063	CITY OF PERRY	0301	5/11-6/13/23	0.00	99.70
TOTAL CHECK								
1011010	5017764	07/11/23	004114	AIRGAS SOUTH, INC.	0301	RENTAL FOR MAY, 2023	0.00	108.50
1011010	5017765	07/11/23	7880	BIG BEND TIRE, LLC	0301	DISMOUNT AND MOUNT - G	0.00	95.00
1011010	5017766	07/11/23	7420	CARDMEMBER SERVICE	0303	#32146894-2, 2 YR IGC	0.00	205.00
1011010	5017767	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0301	265/70/17 TIRES - TRUC	0.00	380.00
1011010	5017767	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0301	LABOR ON TIRE TRUCK -	0.00	50.00
1011010	5017767	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0301	265/75R16 TIRE	0.00	398.00
1011010	5017767	07/11/23	003645	J.B.'S TIRE & REPAIR SER	0301	WASTE FEE	0.00	2.00
TOTAL CHECK								
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	10 - 50-506 HOSE-CLAMP	0.00	12.20
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	10-50-510 HOSE CLAMPS	0.00	14.40
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	10-50-516 HOSE CLAMPS	0.00	19.60
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	10 50-520 HOSE CLAMPS	0.00	19.60
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	100 34-3805 HEX NUTS	0.00	20.11
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	100 37-4806 4 WASHER	0.00	16.42
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	50 CSN 3461 B TURMINAL	0.00	29.78
1011010	5017768	07/11/23	002202	KIMBALL MIDWEST	0301	10 28-229 ATM FUSE	0.00	8.10
TOTAL CHECK								
1011010	5017769	07/11/23	001407	RAGANS ACE HARDWARE, INC	0301	5266192 MAILBOX RURAL	0.00	32.99
1011010	5017769	07/11/23	001407	RAGANS ACE HARDWARE, INC	0301	79305 LETTER K REFLECT	0.00	7.92
1011010	5017769	07/11/23	001407	RAGANS ACE HARDWARE, INC	0301	WASHER FOR SIDE GRINDE	0.00	18.99
1011010	5017769	07/11/23	001407	RAGANS ACE HARDWARE, INC	0302	RM80C - CONCRETE REDI	0.00	64.90
TOTAL CHECK								
1011010	5017770	07/11/23	000076	RING POWER CORPORATION	0301	GRADER BLADES	0.00	2,670.40
1011010	5017770	07/11/23	000076	RING POWER CORPORATION	0301	ESTIMATED SHIPPING/HAN	0.00	38.15
TOTAL CHECK								
1011010	5017771	07/11/23	000083	SHAW'S WELDING, INC.	0301	6" CHANNEL - 7988 - BL	0.00	178.09
1011010	5017772	07/11/23	7851	STONES, INC.	0303	TOOLS & IMPLEMENTS	0.00	45.98
1011010	5017773	07/11/23	7904	KELLY J. AND DAWN M. BLA	0301	CUT AND PILE (1) OAK T	0.00	500.00
TOTAL CASH ACCOUNT							0.00	5,515.53

SUNGARD PENTAMATION, INC.
DATE: 07/11/2023
TIME: 16:37:19

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
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SELECTION CRITERIA: transact.check_no between '5017762' and '5017773'
ACCOUNTING PERIOD: 10/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL FUND							0.00	5,515.53
TOTAL REPORT							0.00	5,515.53

SUNGARD PENTAMATION, INC.
 DATE: 07/11/2023
 TIME: 16:38:03

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between 'V5017774' and 'V5017787'
 ACCOUNTING PERIOD: 10/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V5017774	07/11/23	7474	AMAZON CAPITAL SERVICES,	105	PAINT & RELATED ITEMS	0.00	73.25
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	1 ST 150XL	0.00	8.25
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	DSU18-150-25	0.00	17.83
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	H5568-232	0.00	21.80
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	PSM-334	0.00	20.30
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	612-300-050	0.00	7.88
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	MACHINE SHOP	0.00	40.00
1011010	V5017775	07/11/23	004265	BATES HYDRAULICS, INC.	0301	LABOR - REPACK CYLINDE	0.00	90.00
TOTAL CHECK							0.00	206.06
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	24M7239 WASHER	0.00	14.20
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	19M7572 CAP SCR	0.00	27.24
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	T221053 PLATE	0.00	75.54
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	24M7618 WASHER	0.00	16.95
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	19M7662 SCREW	0.00	17.16
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	14M7665 NUT	0.00	21.48
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	19M10207 CAP SCREW	0.00	41.72
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	IN-BOUND FREIGHT (09-3	0.00	28.14
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	CHECK OUT MACHINE FOR	0.00	328.40
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	LABOR	0.00	310.00
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	MISCELLANEOUS CHARGES:	0.00	50.00
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	T239757 INSERT	0.00	563.76
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	T299164 INSERT	0.00	572.98
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	T77858 O-RING	0.00	1.67
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	U12547 O-RING	0.00	2.02
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	X1J743-8-8 FITTING	0.00	62.40
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	X1J543-8-8 FITTING	0.00	41.28
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	X381-8-RL HOSE	0.00	72.80
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	P1 IN-BOUND FREIGHT (0	0.00	35.60
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	OL&M CHARGES - HYDRAUL	0.00	309.72
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	LABOR	0.00	570.00
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	AT314827 SWITCH	0.00	312.02
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	AT329753 MANUAL HYDRAU	0.00	1,823.40
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	R26375 PACKING	0.00	1.94
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	R26448 PACKING	0.00	1.69
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	R28782 PACKING	0.00	5.72
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	MISCELLANEOUS CHARGES	0.00	50.00
1011010	V5017776	07/11/23	6375	BEARD EQUIPMENT COMPANY,	0301	LABOR - GRADER - 7502	0.00	760.00
TOTAL CHECK							0.00	6,117.83
1011010	V5017777	07/11/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	179.27
1011010	V5017777	07/11/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	187.93
1011010	V5017777	07/11/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	187.93
TOTAL CHECK							0.00	555.13
1011010	V5017778	07/11/23	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO YAR	0.00	380.89
1011010	V5017778	07/11/23	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	187.58
1011010	V5017778	07/11/23	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO JOB	0.00	394.32
TOTAL CHECK							0.00	962.79
1011010	V5017779	07/11/23	003797	DELL MARKETING L.P.	0301	DELL 500GB 7.2K RPM 51	0.00	132.98

SUNGARD PENTAMATION, INC.
 DATE: 07/11/2023
 TIME: 16:38:03

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check_no between 'v5017774' and 'v5017787'
 ACCOUNTING PERIOD: 10/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v5017780	07/11/23	003306	FOULKE DISTRIBUTING, INC	105	OILS & FLUIDS	0.00	119.76
1011010	v5017780	07/11/23	003306	FOULKE DISTRIBUTING, INC	105	HIGH TEMP GREASE	0.00	52.50
1011010	v5017780	07/11/23	003306	FOULKE DISTRIBUTING, INC	105	ESTIMATED SHIPPING/HAN	0.00	10.00
TOTAL CHECK							0.00	182.26
1011010	v5017781	07/11/23	003309	LIVE OAK PEST CONTROL, I	0301	PUBLIC WORKS	0.00	13.50
1011010	v5017782	07/11/23	004415	NEXTRAN TRUCK CENTER	0301	REMOVE AND INJECTORS A	0.00	840.00
1011010	v5017782	07/11/23	004415	NEXTRAN TRUCK CENTER	0301	COMNPLAINT: INJECTOR &	0.00	1,260.00
1011010	v5017782	07/11/23	004415	NEXTRAN TRUCK CENTER	0301	PARTS- UNIT INJECTOR C	0.00	1,326.21
1011010	v5017782	07/11/23	004415	NEXTRAN TRUCK CENTER	0301	SHOP SUPPLIES - 7062	0.00	252.00
TOTAL CHECK							0.00	3,678.21
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM:#371674 BOSTITCH	0.00	1.80
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM# 9698420 PILOT G2	0.00	39.50
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM # 981700 PILOT G2	0.00	39.50
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM #109317 OFFICE DE	0.00	6.76
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM# 348037 OFFICE DE	0.00	119.67
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM #307397 OFFICE DE	0.00	3.49
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM# 530238 POST-IT N	0.00	9.22
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM #723832 POST-IT S	0.00	12.97
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM #4727990 DAY DESI	0.00	15.99
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM 214684 SWINGLINE	0.00	34.69
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM 214718 SWNGLINE O	0.00	5.71
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	105	CLEANING SUPPLIES	0.00	16.78
1011010	v5017783	07/11/23	7815	ODP BUSINESS SOLUTIONS,	105	AIR FRESHENER CLIPS	0.00	86.78
TOTAL CHECK							0.00	392.86
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	G25170-0606 HYD HOSE F	0.00	20.72
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	70276 6MXTXREEL	0.00	139.48
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	47970-11 30 RATCHET ST	0.00	31.71
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	48.65
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	31.28
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	47.58
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	40.99
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	37.99
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	48.95
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	41.92
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	50.00
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	46.48
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	42.57
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	40.62
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR MAY, 20	0.00	33.98
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	9396 NAPAGOLD AIR FILT	0.00	120.79
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	3979 FUEL FILTER - NAP	0.00	91.91
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	GAL15w40 DELO 400 15w4	0.00	59.97
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	7620 OIL FILTER	0.00	8.08
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	3585XE FUEL FILTER - P	0.00	16.55
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	213-9766 REMAN/ALTERNA	0.00	299.99
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	49032 FLEXTUBE	0.00	133.00
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	GAL15w40 DELO 400 15w4	0.00	58.47

SUNGARD PENTAMATION, INC.
 DATE: 07/11/2023
 TIME: 16:38:03

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check_no between 'v5017774' and 'v5017787'
 ACCOUNTING PERIOD: 10/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	DWE402 SMALL ANGLE GRI	0.00	99.99
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	629 STICK HOSE GOLD -	0.00	160.94
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	25-080565 SEROZ6LT	0.00	46.99
1011010	v5017784	07/11/23	000082	PERRY AUTO SUPPLY, INC.	0301	ALT1004 ALTERNATOR - B	0.00	223.57
TOTAL CHECK							0.00	2,023.17
1011010	v5017785	07/11/23	5079	TOM HORNE SUPPLY COMPANY	105	PAPER PRODUCTS	0.00	202.26
1011010	v5017785	07/11/23	5079	TOM HORNE SUPPLY COMPANY	105	PAPER PRODUCTS	0.00	119.16
1011010	v5017785	07/11/23	5079	TOM HORNE SUPPLY COMPANY	105	2 CYCLE ENG OIL	0.00	36.96
1011010	v5017785	07/11/23	5079	TOM HORNE SUPPLY COMPANY	105	GO-JO HAND CLEANER	0.00	27.70
TOTAL CHECK							0.00	386.08
1011010	v5017786	07/11/23	001740	W.W. GRAINGER, INC.	105	CLEANING - PAPER PRODU	0.00	60.72
1011010	v5017786	07/11/23	001740	W.W. GRAINGER, INC.	105	JANITORIAL SUPPLIES	0.00	97.32
1011010	v5017786	07/11/23	001740	W.W. GRAINGER, INC.	105	SAWS & IMPLEMENTS	0.00	80.52
1011010	v5017786	07/11/23	001740	W.W. GRAINGER, INC.	105	ANT POWDER	0.00	28.40
1011010	v5017786	07/11/23	001740	W.W. GRAINGER, INC.	105	PERSONAL PROTECTION	0.00	12.72
1011010	v5017786	07/11/23	001740	W.W. GRAINGER, INC.	105	FIRST AID	0.00	26.46
TOTAL CHECK							0.00	306.14
1011010	v5017787	07/11/23	000119	WARE OIL & SUPPLY COMPAN	105	UNLEADED GASOLINE	0.00	25,187.87
1011010	v5017787	07/11/23	000119	WARE OIL & SUPPLY COMPAN	105	DIESEL	0.00	23,221.31
TOTAL CHECK							0.00	48,409.18
TOTAL CASH ACCOUNT							0.00	63,439.44
TOTAL FUND							0.00	63,439.44
TOTAL REPORT							0.00	63,439.44

SUPPLEMENTAL SETTLEMENT AGREEMENT
REGARDING FEES AND COSTS

THIS AGREEMENT shall supplement the Settlement Agreement by and between the Parties in connection with the *Root v. Taylor County, et al.*, lawsuit and confirm the details for satisfaction of Taylor County's agreed-to payment of Plaintiffs' attorney fees, expert witness fees and other litigation costs, as authorized by the Taylor County Board of County Commissioners on May 1, 2023. Taylor County and Plaintiffs agree as follows:

1. That Plaintiffs, Robert and Velinda Root, shall have and recover of and from Taylor County the sum of **Four Thousand One Hundred Fourteen and 98/100 Dollars (\$4,114.98)** in full payment for experts' fees and costs due from Taylor County under the Parties' Settlement Agreement.

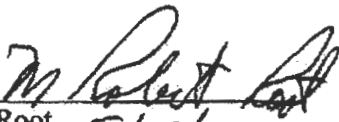
2. That Plaintiffs, Robert and Velinda Root, shall have and recover of and from Taylor County the sum of **Twenty-Nine Thousand Four Hundred and No/100 Dollars (\$29,400.00)** in full payment for attorney fees due from Taylor County under the Parties' Settlement Agreement.


3. That within thirty (30) days after execution of this Supplemental Settlement Agreement Regarding Fees and Costs, Taylor County shall issue a check payable to The Chapman Law Firm Trust Account in the total amount of **Thirty-Three Thousand Five Hundred Fourteen and 98/100 Dollars (\$33,514.98)**, which represents the sum of all amounts due from Taylor County to Plaintiffs in full satisfaction of the monetary obligations of Taylor County to Plaintiffs under the Parties' Settlement Agreement, and shall deliver same c/o J. Stanley Chapman, Esq., 313 Johnston Street, Tallahassee, Florida 32303.

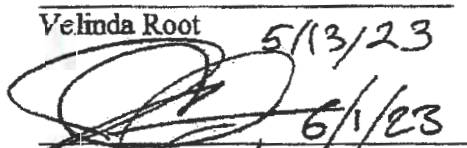
4. That upon receipt, The Chapman Law Firm Trust Account shall disburse said funds in accordance with The Chapman Law Firm's agreement with Plaintiffs and Plaintiffs' experts for payments and reimbursement of fees and costs, including all of Plaintiffs' expert fees and costs of this litigation, as soon as practicable.

5. The other non-monetary obligations under the Parties' Settlement Agreement, and payments and agreements for acquisition of additional county right of way from Defendant Gibbons, shall not be affected hereby.


PLAINTIFFS:


Robert Root 5/13/23

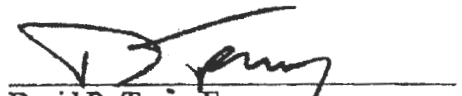

Velinda Root 5/13/23


J. Stanley Chapman, Esq.
Attorney for Plaintiffs,
Bob and Velinda Root

TAYLOR COUNTY:

By: 

Its: _____


David R. Terry, Esq.
Attorney for Defendant, Taylor County

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item**

SUBJECT/TITLE: The Board to authorize signature of Supplemental Settlement Agreement for Root v. Taylor County.



MEETING DATE REQUESTED: July 10, 2023

Statement of Issue: To finalize payment of fees.

Recommended Action: Sign agreement

Fiscal Impact: \$33,514.98

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners authorized payment of fees on May 16, 2023 and payment has been made.

Options: N/A

Attachments: Supplemental Settlement Agreement

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

June 30, 2023

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

Re: Root vs. Taylor County

Dear Lawanda:

Enclosed please find a copy of an email, I received from Ms. Robin Wimmer, with Dave Terry's office.

Can you email her a copy of the fully executed Supplemental Settlement Agreement (Attorney Fee Agreement)?

If you have any further questions, please give me a call.

Respectfully,



Conrad C. Bishop, Jr.

Cc: Hon. Gary Knowles
Robin Wimmer

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Grant Agreement 3-12-0064-020-2023 between Taylor County Board of Commissioners and the Federal Aviation Administration (FAA) for the design of Perry Foley Airport Apron High Mast and Edge Lights.

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue:

Board to review and approve Grant Agreement 3-12-0064-020-2023 between Taylor County and FAA in the amount of \$52,380.

Recommended Action:

Approve Grant Agreement

Fiscal Impact:

The project has a total cost of \$57,618, FAA will be funding \$52,380 and the County will be receiving an additional \$5,238 from FDOT. The project is 100% grant funded. The County will apply for additional grant funding for the actual installation of the lighting after the design is complete.

Budgeted Expense:

A budget has been submitted to County Finance.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The grant will fund the design portion only of the installation of Apron High Mast and Edge Lights. The lighting will provide for increased security at the Airport as well as increased aircraft safety measures. The County will apply for additional funding for the actual installation of the lighting. The grant period is for four years.

Attachments:

FAA Grant Agreement 3-12-0064-020-2023



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 South Park Circle,
Suite 524
Orlando, FL 32819

June 26, 2023

Mr. Jamie English
Chairman
Taylor County Board of County Commissioners
Perry-Foley Airport
108 N Jefferson St.
Perry, Florida 32347

Dear Mr. English:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0064-020-2023 at Perry-Foley Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 28, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 26, 2023

Airport/Planning Area Perry-Foley Airport

FY2023 AIP Grant Number 3-12-0064-020-2023

Unique Entity Identifier REHMLLBHALS6

TO: Taylor County Board of County Commissioners
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 1, 2023, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Perry-Foley Airport (herein called the "Project") consisting of the following:

Install Apron High Mast and Edge Lights (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$52,380.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 52,380 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 28, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 15, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated 7/10/2023

Taylor County Board of County Commissioners

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Jamie English

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEYI, Jamie English

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at

Taylor County, Florida7/10/2023

By:



(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. 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.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Taylor County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 1, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

(11)

TAYLOR COUNTY RESOLUTION NO. N/A

WHEREAS, it has come to the attention of the Board of County Commissioners of Taylor County, Florida, that the speed limit on the following described road needs to be set, and

WHEREAS, on the below listed road the speed limit shall be set as outlined below.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida that

1. The speed limit from Saw Grass Estates to J. L. Gibson Road and all throughout the Keaton Beach area is set at 25 miles per hour.
2. Any resolution or posting of a different speed on said above-described roads which are different from the above is hereby repealed.

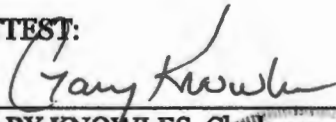
PASSED AND ADOPTED in regular session this 10th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: 

JAMIE ENGLISH, Chairperson

ATTEST:


GARY KNOWLES, Clerk



PERRY NEWS-HERALD/TACO TIMES

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

AFFIDAVIT OF PUBLICATION

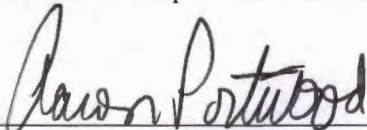
Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
PUBLISHER of the Perry News-Herald/ Taco Times, both
weekly newspapers published in Perry, Taylor County, Florida,
that the attached copy of advertisement in re

**Taylor County Board of County Commissioners
Notice
Keaton Beach
Speed Limit Resolution**

was published in said newspaper in the issues of:

June 30, 2023

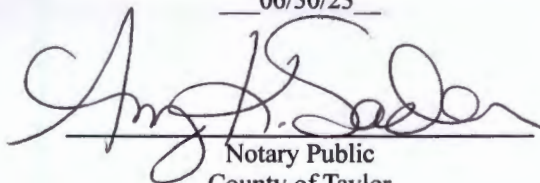
Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached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



Aaron Portwood, Publisher

Sworn to and subscribed
before me this

06/30/23



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



NOTICE

Notice is hereby given that the
Board of County Commissioners of
Taylor County, Florida will hold a
Public Hearing on the passage of a
Resolution for the setting of speed
limit on certain roads in Keaton
Beach. The Public Hearing shall
be held at the County Commission
Meeting Room, Taylor County
Courthouse Annex, Old Post Office

Building in Perry, Florida at the
regular meeting to be held on
MONDAY, JULY 10, 2023, at 6:00
P.M., or as soon thereafter as
possible. The Resolution is for the
setting of the speed limit of 25 mph
on certain roads in Keaton Beach.

The proposed Resolution may be
inspected by the public at the office
of the Clerk of Court, located at the
Taylor County Courthouse, Perry,
Taylor County, Florida.

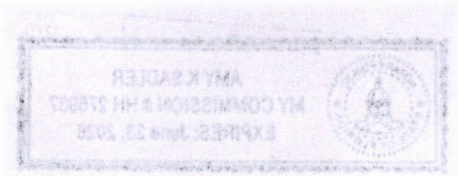
All members of the public are

welcome to attend. Notice is further
hereby given, pursuant to Florida
Statute 286.0105, that any person
or persons deciding to appeal any
matter considered at this Public
Hearing will need a record of the
hearing and may need to ensure
that a verbatim record of the
proceedings is made, which record
includes the testimony and evidence
upon which the appeal is to be
based.

The Public Hearing may be

continued to one or more future
dates. Any interested party shall
be advised that the date, time and
place of any continuation of the
hearing shall be announced during
the Public Hearing, and that no
further notice concerning the matter
will be published.

DATED this 28TH day of June,
2023, by GARY KNOWLES, Clerk of
the Circuit Court and Clerk to the
Board of County Commissioners of
Taylor County, Florida.



3-12-0064-020-2023



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 South Park Circle,
Suite 524
Orlando, FL 32819

June 26, 2023

Mr. Jamie English
Chairman
Taylor County Board of County Commissioners
Perry-Foley Airport
108 N Jefferson St.
Perry, Florida 32347

Dear Mr. English:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0064-020-2023 at Perry-Foley Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 28, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 26, 2023

Airport/Planning Area Perry-Foley Airport

FY2023 AIP Grant Number 3-12-0064-020-2023

Unique Entity Identifier REHMLLBHALS6

TO: Taylor County Board of County Commissioners

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 1, 2023, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Perry-Foley Airport (herein called the "Project") consisting of the following:

Install Apron High Mast and Edge Lights (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$52,380.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 52,380 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 28, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 15, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. **Persons and bodies covered.** The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. **Investigation of Complaints.**
 - 1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
 - 1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

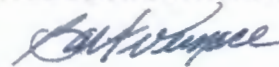
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated 7/10/2023

Taylor County Board of County Commissioners

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Jamie English

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Conrad Bishop, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division I); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at 7/18/2023

By: 

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. 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.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

it will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The Taylor County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."**
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 1, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the grant agreement between Taylor County and the Gulf Ecosystem Restoration Council/ Gulf Consortium in the amount of \$621,686 for the possible acquisition of the 3.95 acre site known as Spring Warrior. This is Pot 3 RESTORE Act funding.

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: Board to review and approve the grant agreement for the possible acquisition of site known as Spring Warrior and associated costs.

Recommended Action: Approve grant agreement.

Fiscal Impact: The grant award is in the amount of \$621,686 however, \$21,686 is retained by the Gulf Consortium for legal fees and the Balmoral Group fees.

Budgeted Expense: A budget has been provided to the Finance Department.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County will have \$600,000 available for the possible acquisition of the 3.95 acres site known as Spring Warrior. The grant will also fund associated acquisition costs. The County is required to have a federally approved appraisal completed known as a "Yellow Book" appraisal, an environmental assessment, and a survey completed prior to the start of the acquisition process. It is important to note, the grant will ONLY fund the appraised value of the purchase/acquisition of the site. If the County should choose to pay over the appraised value, the County will be responsible for the additional costs and will need approval from the Gulf Consortium and the Department of Treasury. The County will be required to submit a project report annually on the use of the site for perpetuity. All site development will be required to be approved by the Gulf Consortium and the Department of Treasury. The Willing

Seller Statement for the site is in effect until December 31, 2023.

Attachments:

Gulf Consortium Subrecipient Grant Agreement

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 230049101.01
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 System for Award Management) and Address: County of Taylor

2. Subrecipient's System For Award Management (SAM) Unique Entity Identification Number: RHFJLN17E2A1

3. Federal Award Identification Number (FAIN): GNSSP23FL0049-01-00

4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): May 25, 2023

5. Subaward Period of Performance:

Effective Date: 7/27/2023 (Date Executed by both Parties) Project
Completion Date: August 30, 2024

6. Budget Period: May 25, 2023 - August 30, 2024

7. Amount of Federal Funds Subject to Award (to Gulf Consortium): \$621,686.00

8. Total Amount of Federal Funds Obligated to the Subrecipient: \$600,000.00

9. Total Amount of the Federal Award Subject to this Agreement: \$600,000.00

10. Federal award project description:

This project provides funds to acquire a 3.95-acre parcel in Taylor County known as Spring Warrior. The site is located on a short navigable channel providing direct access to the Gulf of Mexico

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 108 N Jefferson STE 103 Perry, Florida 32347-3252 (hereinafter referred to as "Subrecipient"), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNSSP23FL0049-01-00 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. 10-1 provides funding for acquisition of a 3.95-acre parcel in Taylor County known as Spring Warrior, which is located on a short navigable channel providing direct access to the Gulf of Mexico; and

WHEREAS, on May 25, 2023, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNSSP23FL0049-01-00 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 10-1, 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. GNSSP23FL0049-01-00 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. GNSSP23FL0049-01-00, 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 August 30, 2024 (the "Project Completion Date"), except that the provisions contained within Sections 7, 10, 11, 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 \$600,000.00 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 section 19 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 two (2) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or 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.

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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: _____

Christopher G. Constance, MD, Chairman

Print Name and Title

Date: July 27, 2023

Attest:

By: _____

Janina Stamoulis, Exec. Assistant
Print Name and Title

TAYLOR COUNTY

By: _____

Jamie English, Chairman

Print Name and Title

Date: 7/10/2023

Attest:

By: _____

Gary Knowles, Clerk
Print Name and Title



ATTACHMENT A
FINANCIAL ASSISTANCE AWARD

[TO COME]

1. DATE ISSUED MM/DD/YYYY 05/25/2023		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. GNSSP23FL0049-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAJN GNSSP23FL0049		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 05/25/2023		Through 09/30/2024	
7. BUDGET PERIOD MM/DD/YYYY From 05/25/2023		Through 09/30/2024	
8. TITLE OF PROJECT (OR PROGRAM) 10-1: Spring Warrior - Acquisition			

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 AVE WINTER PARK, FL 32789-3877	9b. GRANTEE PROJECT DIRECTOR Daniel Dourte 165 Lincoln Ave Winter Park, FL 32789-3877 Phone: 407-629-2165 ext 113
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Christopher Constance 165 Lincoln Avenue Winter Park, FL 32789-3877 Phone: unknown	10b. FEDERAL PROJECT OFFICER Bridget Zachary 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-232-3750

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) 621,686.00	
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 621,686.00	
c. Total Personnel Costs 0.00		13. Total Federal Funds Awarded to Date for Project Period 621,686.00	
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 d. 5	
g. Construction 0.00		b. 3 e. 6	
h. Other 0.00		c. 4 f. 7	
i. Contractual 621,686.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS 621,686.00		a. DEDUCTION	
k. INDIRECT COSTS 0.00		b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET 621,686.00		c. MATCHING	
m. Federal Share 621,686.00		d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share 0.00		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDDING 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 grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached -



Yes



No)

This project provides funds to acquire a 3.95-acre parcel in Taylor County known as Spring Warrior. The site is located on a short navigable channel providing direct access to the Gulf of Mexico.

Please see attached terms and conditions.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 461662290	18b. EIN 461662290	19a. UEI L1CAH459JQ13	19b. DUNS 078937085	20. CONG. DIST. 10
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNS000049A	c. 6013 NONIN	d.	\$621,686.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

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Special Award Conditions

1. Non-Duplicative 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. Grant 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 GrantSolutions 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 on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Observational Data Management and Delivery

A. Data Sharing:

All data compiled, collected, or created under this 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 actual 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:

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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, 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.

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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 must deliver updated plans to the Council at least annually until all comments are addressed and all "N/A," "TBD" and unspecified items are provided, and must 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. Supplemental Land Acquisition Terms

These land acquisition terms will apply when the award involves acquisition of real property that is included with an award. Per 2 CFR 200.1, real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment. In this award, real property includes easements, or the grant of a nonpossessory property interest that provides the easement holder permission to use another person's land.

In addition, specific award conditions may address necessary variations from these terms for individual projects. Some or all of these terms may be modified in specific award conditions to directly address the requirement for the recipient to submit documentation to the Council before certain funded actions can be taken. Other terms may be modified in specific award conditions to directly address the estimated useful life of project property (as defined below) and duration of applicable requirements.

A. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, 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. See 2 CFR § 200.316. The estimated useful life of the program or individual project or activity is defined as the period of years that constitutes the expected useful lifespan of the program, project or activity, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits pursuant to award purposes authorized by the RESTORE Act. If the estimated useful life is provided in the recipient's application, the Grants Office's issuance of the award represents its concurrence with the recipient's proposed estimated useful life.

The recipient's obligation to the Council continues for the estimated useful life. At its discretion, the Council Grants Office may waive the requirements to establish an estimated useful life for an ecosystem

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restoration project.

The recipient or subrecipient shall not engage in any of the following "Unauthorized Transactions" without the prior written approval of the Council's Grants Officer:

A.1. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property;

A.2. Use project property for purposes other than award purposes; or

A.3. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, or OMB Circulars that are incorporated into the terms and conditions of this Award.

Throughout the estimated useful life, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR § 200.1. If the Council determines that an Unauthorized Transaction has occurred, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient repay to the Council the full cash value of the federal interest in the property, computed as the percentage of the fair market value of the property attributable to the Council's funding of the project; such percentage calculated at the time of the funding and such cash value calculated at the time of the Council's exercise of this right (see 2 CFR § 200.1). The Council may also take any other action or remedy that may be legally available. The Council's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof. When the estimated useful life of the project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property.

B. Reporting on Real Property Acquired or Improved

B.1. In accordance with 2 CFR 200.330, the recipient must complete and submit to the Council a report on the status of all properties acquired or improved, using Form SF-429 "Real Property Status Report" or any equivalent or successor form. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 60 days following the end of the reporting period. The recipient must continue to submit these reports to the Council or a successor agency:

B.1.1. Until acquired property is disposed of in accordance with 2 CFR § 200.311(c); or

B.1.2. Throughout the estimated useful life of the project and associated improvements.

Reports will be submitted according to the following schedule, unless otherwise indicated in a special award condition:

B.2. For real property in which the Council retains an interest for 14 years or less, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and thereafter every three years.

B.3. For real property in which the Council retains an interest for 15 years or more, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and every five years thereafter.

B.3.1. At the end of the period of performance, the recipient must complete and submit Form SF-429 or any equivalent or successor form to the Grants Office with the final performance and financial reports.

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C. Authorized Award Purpose

C.1. Recipient will, or will cause subrecipient to, hold and maintain the property/properties or easement(s) as pursuant to Authorized Award Purposes for the duration of the federal interest (as defined at 2 CFR § 200.1) in the property/properties. The Authorized Award Purposes are defined in the approved scope of work for the award stored within the electronic Grants Management System.

C.2. Before commencing any constructions other improvements not approved in the award, recipient will, or will cause subrecipient to, ensure that any alterations to or development on the property/properties are consistent with and will advance the Authorized Award Purposes. Existing structures on any property tract may be removed to achieve the Authorized Award Purposes. In all cases, any development on the property/properties, including removal of existing structures, must conform to federal, state, and local ordinances and standards, and shall remain subject to the requirements of any special award conditions. In accordance with 2 CFR § 200.311, title to the property/properties will vest with the recipient or subrecipient and the property/properties must be used solely for the authorized purposes of the award ("Authorized Award Purposes") as described in the award scope of work and recorded in the deed reflecting transfer of such title or easement.

D. Property or Easement Acquisition Under the Award and Use of Property for Authorized Purposes

D.1. In accordance with 2 CFR § 200.311, title to the property/properties will vest with the recipient or subrecipient and the property/properties must be used solely for the authorized purposes of the award ("Authorized Award Purposes") as described in the award scope of work and recorded in the deed reflecting transfer of such title or easement.

D.2. Pursuant to the award:

D.2.1. Recipient will, or will cause subrecipient to, acquire marketable title or easement to the property/properties in accordance with the award scope of work.

D.2.2. Recipient represents and warrants to the Council, and if applicable will cause subrecipient to represent and warrant to the Council, that neither recipient nor subrecipient, if applicable, are aware of any material restrictions or encumbrances that could interfere with any award purpose.. Recipient will, and if applicable will cause subrecipient to, conduct all necessary due diligence to ensure that the title being acquired is sufficient to accomplish award purposes and protect the federal interest in the property/properties (as "federal interest" is defined in 2 CFR § 200.41).

D.2.3. As provided in the approved scope of work for the award, the recipient will, or if applicable will cause subrecipient to, acquire approved property/properties, including property rights, and hold such properties or rights for authorized award purposes before the end date of the award.

D.3. The Council has relied upon and will continue to rely on recipient's/subrecipient's due diligence in acquiring and protecting title to the property/properties in accordance with Authorized Award Purposes. Under federal law, after the property/properties are acquired with federal funds, the Council will have a federal interest in the property/properties to ensure that they are used and maintained solely for Authorized Award Purposes for the duration of the federal interest, which may be in perpetuity, as defined in the award, including after any transfer of ownership approved by the Council Grants Officer. If the recipient, subrecipient or any transferee, as applicable, at any time:

D.3.1. Fails or ceases to hold, use, and maintain the property/properties in full accordance with the terms,

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conditions, and purposes of the award;

D.3.2. Is in material breach of provisions of the award; or

D.3.3. Without the express prior written consent of the Council attempts to do any of the following (each a "Transaction"):

D.3.3.a.) Enter into any mortgage, lien, assignment, or any other similar legal or equitable instrument in connection with any property/properties or any right therein;

D.3.3.b.) Otherwise encumber any property/properties or any right therein; or

D.3.3.c.) Sell, lease, transfer, assign, donate, or otherwise dispose of any property/properties or any right therein;

Then in the event of any such failure, breach, or attempted Transaction by the recipient, subrecipient or any approved transferee, as applicable, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient to repay to the Council the full cash value of the federal interest in the property/properties within a reasonable time. A reasonable time will include sufficient time to determine the cash value of the federal interest and, if necessary, to sell the property/properties if sale of the property/properties is necessary to secure funds for such payment. The Council may also take any other action or remedy that may be legally available.

E. Pre-acquisition Requirements and Documentation

Federal funds for acquisition of one or more approved properties will not be released by the Council until the Grants Office reviews and approves in writing the following due diligence documentation for each property to be acquired:

E.1. Evidence of clear title. Evidence of the seller(s) clear title to each property (i.e., a copy of the certificate of title held by the current owner(s) and a title insurance commitment(s) issued by a title insurance company/ies or a clear title opinion(s) by an attorney(s) licensed in the jurisdiction where the property is located). In addition, the recipient must provide a written statement that the recipient has examined all relevant title information and that any encumbrance or exception to title will not, in the recipient's opinion, restrict or interfere with Authorized Award Purposes. The Council will not accept any property use or encumbrance that interferes with the intended use, operation, construction, or maintenance of the property/properties or with the Council's first priority federal interest in the property/properties. In all cases, the recipient and subrecipient if applicable must disclose any ongoing litigation concerning the project property prior to requesting the release of federal funds for the acquisition. The Council will rely upon the recipient's due diligence in protecting title to all property needed for award purposes.

E.2. Willing seller and Uniform Relocation Act documentation. Evidence of Recipient's, or if applicable subrecipient's, agreement with the willing seller(s) of the property/properties (i.e., the option or purchase agreement(s) and a certification or letter from the current owner(s) of its or their intent and willingness to sell). In addition, the recipient or subrecipient must provide documentation of compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) (Uniform Relocation Act) and the implementing regulations at 49 CFR part 24 through assurances that no displacement of any persons, businesses, or farm operations will occur. In the event such displacement will occur, assurance must be provided that the requirements of the Uniform

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Relocation Act will be met.

E.3. Required appraisal documentation for the property/properties.

E.3.1. In accordance with Council appraisal guidance, an independent state-certified general appraiser must conduct a certified, self-contained appraisal report that meets federal land acquisition standards, and a qualified review appraiser must conduct an appraisal review also meeting these standards.

E.3.2. Appraisals meeting the requirements of the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA or "Yellowbook") are required unless these standards are waived in writing by the Council Grants Officer.

E.4. Required maps:

E.4.1. A map of the state or county showing the general location of each property; and

E.4.2. Site map for each property.

E.5. Mineral rights. Evidence that the recipient and subrecipient, as applicable, have completed due diligence sufficient to ensure that surface disturbance in the exercise of mineral rights on lands on lands in which the Council holds a federal interest will be avoided and or minimized.

E.5.1. Mineral rights not severed or negotiation feasible. If mineral rights have not been severed or if they have been severed among a manageable number of holders that can be located and are open to negotiation, the recipient, subrecipient or any approved transferee named in the award, as applicable, will provide information regarding mineral rights ownership associated with the property/properties that is: (a) known to recipient or subrecipient, or (b) should be discovered through the exercise of due diligence in connection with a proposed sale of surface rights for conservation purposes. Recipient, subrecipient or any eventual approved transferee, as owner of the property/properties, will cause the avoidance and/or minimization of surface disturbance in the exercise of mineral rights through:

E.5.1.a.) acquisition of mineral rights and the subsequent retiring of such rights, or

E.5.1.b.) negotiation of surface use access agreements protective of the authorized purposes of this award should any mineral rights not acquired be exercised in the future by third parties.

E.5.2. Mineral rights severed or negotiation not feasible. If mineral rights have been severed, and it is unlikely that the recipient/subrecipient will be able to contact and/or negotiate with the mineral rights holders, the recipient will, or will cause subrecipient to, evaluate the risk that exploitation of oil, gas, or other mineral interests might occur on the property/properties or otherwise adversely impact Authorized Award Purposes and will provide the evaluation to the Council Grants Office.

E.5.2.a.) Remote risk of mineral rights exploitation. If in the recipient's and subrecipient's evaluation it is determined that the risk is remote, the recipient will, or will cause the subrecipient, to document the reasons for its evaluation. If reasonably practical, the recipient will, or will cause the subrecipient to, obtain a mineral rights remoteness letter from a qualified geologist and provide a copy of such letter to the Council Grants Office. The Council may require the recipient or subrecipient to take additional actions to protect Authorized Award Purposes.

E.5.2.b.) Potential risk of exploitation. If in the recipient's and subrecipient's evaluation it is determined that the risk of exploitation is likely in the future, the recipient will, or will cause the subrecipient to, take appropriate, reasonable steps to mitigate the risk. The recipient or subrecipient may negotiate with the

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mineral rights holder(s) and/or producer(s) to first exploit elsewhere, or if surface use cannot be avoided, to exploit in a way that minimizes the impact to Authorized Award Purposes. The recipient or subrecipient may not acquire mineral rights with award funds, pay for a surface use agreement with award funds, or authorize exploration, development, or production on any property acquired with award funds, without prior written approval from the Grants Officer.

E.5.3. Actual or proposed surface use. Within 30 calendar days after the recipient, subrecipient or any approved transferee under the award becomes aware of any actual or proposed surface use of any property purchased with award funds, the recipient will notify the Council Grants Office of the surface use in writing along with as much information as is available about the surface use, including the location, type of activity (e.g., access for geophysical surveys for exploration, access for pipeline installation, and/or access for drilling and production), a description of the activities that may take place (e.g., access road construction, well pad construction and access method), and estimated duration of the surface use. In consultation with the recipient, the Council Grants Officer will determine necessary actions to protect Authorized Award Purposes.

E.5.4. Use of the term "exploit" and "exploitation". For purposes of these award conditions, the terms "exploit" and "exploitation" include exploring, drilling for, producing, or otherwise exploiting oil, gas, and other mineral interests.

E.6. Property survey(s) if required by the State, recipient, subrecipient, if applicable, or the title company.

E.7. Phase 1 Environmental Site Assessment(s).

E.8. Assurance of no displacement. Assurance that no displacement of any persons, businesses, or farm operations will occur. In the event such displacement will occur, assurance that the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) (Uniform Relocation Act) and the implementing regulations at 49 CFR part 24 will be met.

E.9. Proposed easement language. Draft easement, if applicable.

E.10. Summary of land costs form. Summary of costs anticipated to be required for closing and requested for release, containing the following information at a minimum

E.10.1. Project name/identifier and location;

E.10.2. Parcel identifiers (e.g., parcel property tax identifier and name, such as owner last name or other unique ID);

E.10.3. Appraised value;

E.10.4. Anticipated closing date;

E.10.5. Anticipated purchase price, including a breakdown of grant funding and non-federal funds used if applicable;

E.10.6. Due diligence costs, itemized to include:

E.10.6.a.) Appraisal costs;

E.10.6.b.) Survey or equivalent costs;

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E.10.6.c.) Closing costs (including attorney's fees, title insurance, etc.);

E.10.6.d.) Relocation costs, if applicable;

E.10.6.e.) Any miscellaneous costs not described above (including any value of lands donated); and

E.10.6.f.) Total funds from grant award anticipated to be required at closing and requested for release.

F. Deed Restriction, Notice of Federal Interest and Attorney Certification

F.1. Deed restriction. Pursuant to 2 CFR § 200.316, the deed for each property acquired under an award, including easements, will contain substantially the following provision and be recorded in the real property records for the applicable jurisdiction in accordance with state and local law:

This real property or rights therein (hereinafter the "Property") has been acquired by the [__insert name of Owner__] (in whole or in part) with funds provided by the Gulf Coast Ecosystem Restoration Council ("RESTORE Council" or "Council," which term also includes any successor agency to the RESTORE Council), pursuant to RESTORE Council Award No. [__insert grant number__] under the [__select one: Council-Selected Restoration Component or Spill Impact Component__] of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies Act of the Gulf Coast States Act of 2012 [__33 U.S.C. § 1321(i)(2) or 33 U.S.C. § 1321(i)(3)__] ("RESTORE Act") and pursuant to [__If applicable, insert appropriate information subaward info made under the Award__]. [__Recipient/Subrecipient__] shall manage the Property solely for the purposes of the Award and [__if appropriate insert subaward__] ("Authorized Award Purposes") in accordance with applicable federal, state, and local law. This restriction benefits and is enforceable by the RESTORE Council [__If a Subrecipient purchases and owns the property, insert: "and the [__Recipient__], jointly or severally"__]. Specifically, the Authorized Award Purposes are to [__insert appropriate information about Authorized Award Purposes__].

The RESTORE Council has a federal interest in the Property to ensure that it is used and maintained for Authorized Award Conservation Purposes. No (i) use of the Property in contravention of Authorized Award Conservation Purposes; (ii) encumbrance on the Property; or (iii) sale, lease, transfer, assignment, donation, or other disposition of the Property or any right therein, shall be undertaken or effectuated without the prior express written approval of the Council. In addition, [__Recipient/Subrecipient__] shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, the Americans with Disabilities Act (42 U.S.C. § 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. A [__notice of federal interest/covenant__] with respect to RESTORE Council Award Number [____], has been recorded in _____ County, by a separate document, of even date herewith, with reference to the Property.

F.2. Notice of Federal Interest/Covenant. In addition, recipient will, or will cause subrecipient to, execute and record a notice of federal interest or covenant of purpose and use, acceptable in form and substance to the Council, which covenant must be perfected and placed of record in accordance with local law, with continuances re-filed as appropriate. The perfection and recordation of the notice of federal interest/covenant must occur as soon as reasonably possible following the purchase of the property or easement. At a minimum, the Notice of Federal Interest or Covenant will include the following items:

F.2.1. A statement that the award was made by the RESTORE Council to the specific recipient, including the Federal Award Identification Number, award title, and date of award;

NOTICE OF AWARD (Continuation Sheet)

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F.2.2. The location of the Project, including physical address;

F.2.3. Ownership of the property;

F.2.4. The approved authorized use; and

F.2.5. The anticipated duration of the federal interest, which may be in perpetuity.

F.3. Attorney certification. The recipient will also provide the Council Grants Office with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law.

G. Long-Term Property Stewardship

G.1. Long-term management of the property/properties acquired will be accomplished in accordance with a plan developed to address the specific management needs for the property/properties.

G.2. Within six months after the acquisition of the property/properties and no later than the end of the period of performance, the recipient will (or cause the subrecipient to) submit to the Council Programs Office a stewardship/management plan that details how recipient/subrecipient will manage and maintain the property/properties to achieve the purposes of the award.

H. Post-acquisition Requirements

Within 60 calendar days after completion of the acquisition of each property or easement, or with the next Financial Report, whichever occurs first, the following information must be submitted to the Council Grants Office:

H.1. Copy of the recorded deed or easement with the required deed restriction and the recorded notice of federal interest/covenant and attorney's statement certifying the federal interest has been protected, if applicable;

H.2. Executed purchase contract/agreement and settlement statement;

H.3. Title insurance policy;

H.4. Summary of land costs form, containing the following information at a minimum:

H.4.1. Project name/identifier and location;

H.4.2. Parcel identifiers (i.e., parcel property tax identifier and name, such as owner last name or other unique ID corresponding to information on settlement statement);

H.4.3. Purchase price, including a breakdown of grant funding and non-federal funds used if applicable;

H.4.4. Due diligence costs, itemized to include:

H.4.4.a.) Appraisal costs;

H.4.4.b.) Survey or equivalent costs;

H.4.4.c.) Closing costs (including attorney's fees, title insurance, etc.);

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H.4.4.d.) Relocation costs, if applicable;

H.4.4.e.) Any miscellaneous costs not described above (including any value of lands donated); and

H.4.5. Total funds from grant award required at closing.

H.5. As applicable, information regarding any relocation and compensation under the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) (Uniform Relocation Act) and the implementing regulations at 49 CFR part 24.

AWARD ATTACHMENTS

GULF CONSORTIUM

GNSSP23FL0049-01-00

1. Award Terms and Conditions

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, 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 GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

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
- ☒ MILESTONES
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY23 - CatB 6013 - Cost Pool GCCSTFL000

CAM1: GCCGALLGOALS

CAM2: GCCOTHERWSXX

CAM3 GCCOTHEROBJ

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$621,686.00	\$550,000.00		\$71,686.00	See Note Below.

NOTE: Funding for property acquisition will be released upon meeting requirements of Supplemental Land Acquisition Terms Item E.

REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Final Financial and Performance Reports	05/25/2023- 09/30/2024	1/28/2025

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:

The only special conditions imposed are those described in the Award, FAIN No. GNSSP23FL0049-01-00

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. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

13. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Trafficking Victims Protection Act (2 CFR Part 175)

The Subrecipient shall adhere to the following and shall include the following language in all subawards if funding will be provided to a private entity under such subaward, as defined below:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the

use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Consortium, Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

16. **Federal Agency Seals, Logos and Flags.** The Subrecipient shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

17. **Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)).** The Subrecipient shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

18. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Subrecipient and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

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

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 \$1 0,000; 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.

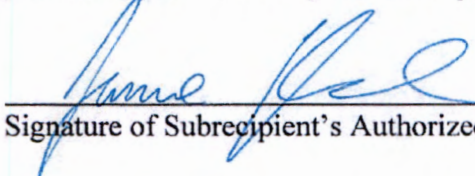
Attachment D-4
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

On behalf of the Subrecipient, the undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Subrecipient's Authorized Official

Jamie English, chairman

Name and Title of Subrecipient's Authorized Official

07/10/2023

Date